

Mortgagee's Mailing Address: 301 College Street, Greenville, S. C.

FILED
GREENVILLE CO. S. C.
JUL 3 2 16 PM '79
JOHN TANKERSLEY
R.M.C.

VOL 1472 PAGE 303

MORTGAGE

THIS MORTGAGE is made this 3rd day of July, 1979, between the Mortgagor, James O. Smith, Jr. and Evelyn E. Smith, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Eight Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 3, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2009;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, at the northwest corner of the intersection of Fisher Drive and Terramont Circle, being shown as Lot 1-B on plat of Terra Pines Estates, made by Piedmont Engineering Service, December 1958, revised through September 1965, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwest corner of the intersection of Fisher Drive and Terramont Circle and runs thence along the west side of Terramont Circle N. 8-17 W., 210.3 feet to an iron pin; thence along the line of Lot 1-A, S. 79-15 W., 208.7 feet to an iron pin; thence along line of property of John Carl Fisher, S. 16-12 E., 235 feet to an iron pin on the north side of Fisher Drive; thence with the curve of Fisher Drive (the chord being N. 75-11 E., 98.85 feet) to an iron pin; thence still with the curve of Fisher Drive (the chord being N. 67-21 E., 79.82 feet) to the beginning corner.

This being the same property conveyed to the mortgagors by Emily Lite, et al. by deed dated September 30, 1965 and recorded in the R.M.C. Office for Greenville County in Deed Vol. 784 at Page 563. James O. Smith, Jr. conveyed an undivided one-half interest to Evelyn E. Smith by deed dated February 19, 1974 and recorded in the R.M.C. Office for Greenville County in Deed Vol. 994, at page 114, February 20, 1976. Evelyn E. Smith conveyed an undivided one-half interest to James O. Smith, Jr. by deed dated October 26, 1976 and recorded in the R.M.C. Office for Greenville County on October 27, 1976 in Deed Vol. 1045 at Page 180.

which has the address of 5 Terramont Drive Greenville, South Carolina (herein "Property Address");

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

GCTO --- 1 OF 3 79 392 3.5001

0363

4328 RV-2