

FILED
GREENVILLE, S.C.
JUL 5 10 51 AM '79
DONNIE TANNERSLEY
R.M.C.

1472 517

MORTGAGE

THIS MORTGAGE is made this 3 day of JULY, 1979, between the Mortgagor, KENNETH M. CHESHIER & KIMBERLY SHIRYL CARITHERS CHESHIER, (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").

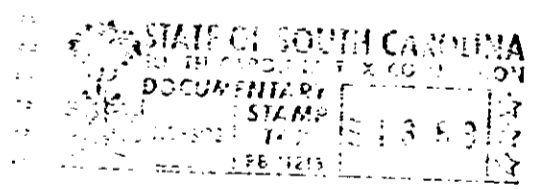
WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY FOUR THOUSAND TWO HUNDRED (\$34,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 3, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2010;

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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 30 of TERRACE GARDENS SUBDIVISION, plat of which is recorded in the RMC Office for Greenville County, S. C. in plat book QQ page 85, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southeast side of Barry Drive, the joint front corner of Lots 30 & 31; thence with the joint line of said lots S. 51-58 E. 200 feet to an iron pin; thence turning S. 38-02 W. 100 feet to an iron pin joint rear corner of Lots 29 & 30; thence with the joint line of said lots N. 51-58 W. 200 feet to an iron pin on the southeast side of Barry Drive; thence with the southeast side of said Drive N. 38-02 E. 100 feet to the point of beginning.

This is the same lot conveyed to mortgagors by Milton M. Shockley, Jr. by deed dated June 13, 1979 recorded June 26, 1979.



OCTO 1 10 5 79 330 3.5001

which has the address of Lot 37, Barry Drive, Terrace Gardens R 4 GREER, S. C. 29651 (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.

4328 RV-2