

FILED
GREENVILLE CO. S. C.

VA 1472 FAX 800

JUL 9 3 55 PM '79 MORTGAGE

DONNIE B. BANKERSLEY
R.M.C.

THIS MORTGAGE is made this 2nd day of July, 1979, between the Mortgagor, W. D. Yarborough

, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

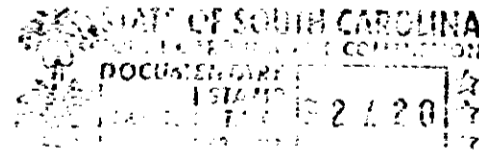
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-eight Thousand and No/100 (\$68,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 2, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 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 piece, parcel or lot of land situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 40 on plat of Forrester Woods, Section 7, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 5-P at pages 21 and 22, and a more recent survey by Carolina Surveying Co. dated July 3, 1979, entitled "Property of W. D. Yarborough", and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at a point on Piney Grove Road, joint front corner of Lots 40 and 41, and running thence with the common line of said lots, S. 78-20 E., 152.5 feet to a point, joint rear corner of said lots; thence turning and running with the rear line of Lot 40, N. 23-45 E., 105 feet to a point, joint rear corner of Lots 39 and 40; thence turning and running with the common line of said lots, N. 78-38 W., 174.9 feet to a point on Piney Grove Road, joint front corner of said lots; thence turning and running with Piney Grove Road, S. 12-06 W., 105 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Gene R. McKinney and Marilyn E. McKinney dated July 2, 1979 and recorded herewith.



which has the address of Route 10, Piney Grove Road, Greenville

S. C. 29607 (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 seised 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 --- JUL 9 1979 857 3.5001

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