

REC'D
CO. S. C.
JUL 12 4 35 PM '79
DORRIS TANKERSLEY
R.M.C.

Vol 1473 Page 324

MORTGAGE

THIS MORTGAGE is made this 12th day of July, 1979, between the Mortgagor, Charles G. Gwin and Linda B. Gwin (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand And No/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 12, 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 lot of land situate, lying in the County of Greenville, State of South Carolina, shown as Lot No. 12 on plat entitled Part II of Fairway Acres, recorded in the RMC Office for Greenville County, S. C. in Plat Book 4F at Page 43 and having the following metes and bounds, to-wit:

BEGINNING at an point on the north side of Terrain Drive, joint corner of lots 12 and 13 and running thence along said drive N. 65-27 E. 180 feet; thence S. 17-25 E. 148 feet; thence S. 62-08 W. 162.6 feet; thence N. 24-07 W. 156.1 feet to the beginning corner.

This property is conveyed subject to any restrictions, rights of way, easements and encroachments that may appear of record affecting this property, including a drainage easement as shown on the recorded plat.

This is the same property conveyed to the Mortgagors herein by deed of Taimadge Jackson and Lola W. Jackson of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RECORDED
1300
JUL 12 1979

which has the address of 12 Terrain Drive, Greenville, S. C. 29605 (herein "Property Address");
(State and Zip Code)

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.

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