

Mortgagee's mailing address: 301 College Street, Greenville, S. C. 29601

GREENVILLE, S. C.

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DONNA W. BENDERSLEY

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# MORTGAGE

THIS MORTGAGE is made this 10th day of August, 1979, between the Mortgagor, Thoyce E. Everette and Sylvia Sue Everette, (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 Twenty Two Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 10, 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 September 1, 1999

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 situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat of property of Sylvia Sue and Thoyce E. Everette prepared by Terry T. Dill, Registered Surveyor, dated July 16, 1979 and containing two and one half acres and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a spike in the center of Darby Road at the corner of property of Thomas R. Fowler Estate, Mrs. Dewey Waters, which spike is located approximately 238 feet from the intersection of Darby Road and Meece Bridge Road; running thence with the center of Darby Road, S. 50-14 W. 275 feet to a point at the intersection of Darby Road and a 20 ft. easement; running thence along a center line of the 20 foot easement, the following metes and bounds, to-wit: N. 68-59 W. 106.4 feet; N. 52-38 W. 80 feet; N. 39-02 W. 200 feet; N. 50-06 W. 75 feet; N. 60-25 W. 100 feet to a point at the corner of other property of Fred D. Carpenter; running thence along the line of said property N. 24-50 E. 92 1/2 feet to an iron pin in the line of property of Thomas R. Fowler Estate, Mrs. Dewey Waters and running thence with the line of said property, S. 67-49 E. 655 feet to an iron pin; thence continuing along the same course 20.7 feet to the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Fred David Carpenter, of even date, to be recorded herewith.

This mortgage also includes that certain easement giving the right of ingress and egress over and upon that driveway, roadway and easement 20 feet in width shown on the aforesaid tract which easement and right of way shall run with the land for the benefit and use of the mortgagees, their heirs and assigns forever:

which has the address of Route 2, Darby Road 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 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.

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