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GREENVILLE CO. S. C.  
SEP 11 3 57 AM '79  
DONNIE E. LAMBERSLEY

# MORTGAGE

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THIS MORTGAGE is made this 10th day of September 1979, between the Mortgagor, SHELLEY REALTY & CONSTRUCTION CO., INC. (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").

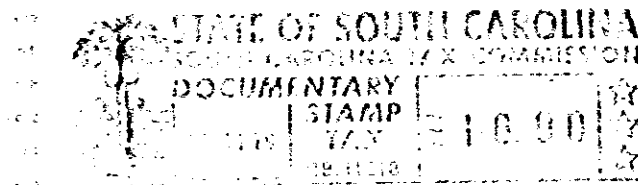
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and No/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 10, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 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 Grove Township, Greenville County, S.C., on Holcombe Road, being shown and designated as Lot No. 2 on plat recorded in the RMC Office for Greenville County, S.C., in Plats Book 7-C, Page 43, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Holcombe Road at the joint front corner of Lots 1 and 2 and running thence with the common line of said lots N. 20-43 W. 364.3 feet; thence N. 66-08 E. 219.1 feet to an iron pin at the joint rear corner of Lots 2 and 3; thence with the common line of said lots S. 20-43 E. 400 feet to an iron pin on Holcombe Road; thence with the right of way of Holcombe Road S. 75-27 W. 220 feet to an iron pin, the point of beginning; and containing 1.91 acres according to said plat.

This being a portion of the property conveyed to the Mortgagor herein by deed of H. Gordon Shelley recorded on July 6, 1979, in the RMC Office for Greenville County, S.C., in Deeds Book 1106, Page 264.



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which has the address of Lot No. 2, Route 3, Holcombe Road, Simpsonville, S. C. 29681 (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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