

FILED
GREENVILLE CO. S. C.
NOV 2 3 46 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

1433 991

THIS MORTGAGE is made this 2nd day of November, 19 79, between the Mortgagor, BOB MAXWELL BUILDERS, INC., (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 Fifty-one Thousand Two Hundred and No/100 (\$51,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 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 November 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 on the Southern side of Leeward Terrace, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 161 on a plat entitled "Section No. 10, Devenger Place", prepared by Dalton & Neves Co., dated February 28, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C at page 6 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Leeward Terrace at the joint front corner of Lots Nos. 161 and 162, and running thence with the line of Lot No. 162 S. 4-18 W. 150 feet to an iron pin; thence S. 85-42 E. 85 feet to an iron pin at the joint rear corner of Lots Nos. 161 and 160; thence with the line of Lot No. 160 N. 4-18 E. 150 feet to an iron pin on the Southern side of Leeward Terrace; thence with the Southern side of Leeward Terrace N. 85-42 W. 85 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagor herein by deed of Devenger Road Land Company dated October 31, 1979, and recorded in the R.M.C. Office for Greenville County in Deed Book 1114 at Page 859 on November 2, 1979.

which has the address of Leeward Terrace Greer
(Street) (City)
South Carolina 29651 (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 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.

SOUTH CAROLINA — 1964 Edition of the ENACTED UNIFORM INSTRUMENT with amendments through Dec. 1, 1979

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