

FILED
GREENVILLE CO. S. C.

BOOK 1487 PAGE 906

NOV 13 10 18 AM '79

MORTGAGE

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 12th day of November, 1979, between the Mortgagor, Kenneth E. Spencer and Lorraine J. Spencer (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 Thirty-Four Thousand Eight Hundred and No/100 (\$34,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 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 December 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 piece, parcel or lot of land in Fairview Township, Greenville County, State of South Carolina and lying on the East side of Reedy River near Fork Shoals bridge, and on the North side of Fountain Inn Road, containing 15 acres more or less, with the following metes and bounds, to-wit:

COMMENCING in the center of said river (near A.L. Tumbling's corner) 75 links to iron pin on bank, iron wood trees as witnesses; thence parallel with R.L. Tumbling's line (1 chain and 25 links from same) S. 16 E. 11.20 chains to stone on hill; thence S. 13-20 W. 6.34 to stone; thence S. 61 1/4 W. 7.75 to pin over pipe in Fountain Inn Road opposite Goldsmith Avenue, see iron pin S. 52 W. 10 links on said road, thence with said road N. 36 1/2 W. 9.10 to center road, end river bridge; thence one chain to middle of river; thence up meanderings of river to the beginning-- bounded by lands of W.P. Nesbitt and T.R. Goldsmith

THIS being the same property conveyed to the mortgagors herein by deed of Carrie Hooper (formerly known as Carrie L. Thompson) as recorded in Deed Book 1099 at Page 857, in the RMC Office for Greenville County, S.C., on April 4, 1979.

STATE OF SOUTH CAROLINA
RECORDED
NOV 13 1979
GREENVILLE COUNTY

which has the address of Old Fork Shoals Road, Fountain Inn, S.C. (Street) (City)
(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.

59060

4328 RV-2