

FILED
GREENVILLE CO. S. C.
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DONNIE S. TANKERSLEY
R.M.C.

BOOK 1494 PAGE 336

MORTGAGE

THIS MORTGAGE is made this 28th day of January, 1980 between the Mortgagor, Thomas E. Pitts and Judy M. Pitts, (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").

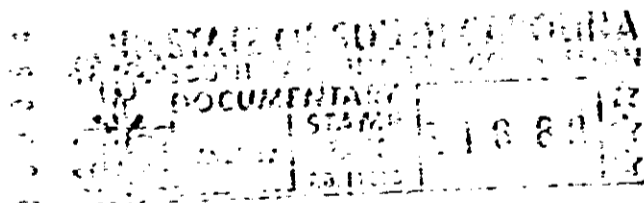
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Two Thousand Two Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 28, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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 parcel or lot of land located about one mile south of Greer, Chick Springs Township, Greenville County, South Carolina, being shown as Lot No. 35 on plat of J. Waymon Smith Estate by H. S. Brockman, Surveyor, recorded in Plat Book PP, at Page 117, and a resurvey and plat by G. A. Wolfe, Surveyor, dated September 22, 1964, having the following courses and distances:

BEGINNING at an iron pin on the margin of Douglas Street, joint front corner of Lots No.s 34 and 35, and runs thence with the line of these lots, S. 18-55 W. 200 feet to an iron pin on line of Lot 41; thence N. 64-20 W. 105 feet to an iron pin, joint rear corner of Lots Nos. 35 and 36; thence with the line of these lots, N. 18-55 E. 200 feet to an iron pin on margin of Douglas Street; thence therewith S. 65-20 E. 105 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of James W. Skelton, Sr. of even date to be recorded herewith.



which has the address of Lot 35, Douglas Street, Greer, (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.

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