

OFFICE OF THE
SOUTH CAROLINA
RECORDS AND DEEDS
COMMISSIONER
COLUMBIA, SOUTH CAROLINA

FILE 1499 PAGE 180

MORTGAGE

THIS MORTGAGE is made this 28th day of March, 1980, between the Mortgagor, Keith S. and Karen A. Tobias, (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-seven Thousand Five Hundred Fifty and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated March 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 April 1, 2000.

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, with the buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being known and designated as Lot 8, Block 1, on plat of Section A, of Parkvale Subdivision recorded in the RMC Office for Greenville County, South Carolina in Plat Book K, Page 52, and also being shown on plat entitled "Property of Keith S. Tobias and Karen A. Tobias" as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 70, Page 57, and having according to said latter plat the following metes and bounds to wit:

BEGINNING at an iron pin on the western side of Summit Drive (formerly Bennet Street) at the joint front corner of Lots 7 and 8 and running thence along the line of Lot 7 N 88-40 W 175.7 feet to an iron pin; thence N 12-00 E 70 feet to an iron pin; thence along the line of Lot 9 S 88-45 E 173.1 feet to an iron pin on the western side of Summit Drive; thence along the western side of Summit Drive S 9-50 W 69.7 feet to the beginning corner. The difference in the metes and bounds as shown on the above referenced plats is due to the giving of a part of Lot 8 for the widening of Summit Drive as reflected in Deed Book 482, Page 105.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Ralph G. and Onie M. Barton as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 122, Page 720, on March 28, 1980.

which has the address of 309 Summit Drive Greenville,
South Carolina 29609 (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.

SOUTH CAROLINA — ENMA FROM UNIFORM INSTRUMENT ACT

4328 RV-2