

FILED
S. C.
APR 1 1980
GREENVILLE
SHERIFF'S OFFICE

BOOK 1499 PAGE 418

MORTGAGE

THIS MORTGAGE is made this 28th day of March, 1980, between the Mortgagor, Jerry L. Pace and Gail S. Pace, (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-seven Thousand Five Hundred Ninety-one & 79/100 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, 2008.....;

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 lot of land situate on the northeastern side of RED OAK COURT in the County of Greenville, State of South Carolina, being shown as Lot #102 on a plat of HOLLY TREE PLANTATION, PHASE II, SECTION III, prepared by Piedmont Engineers, dated August 17, 1977, recorded in Plat Book 6-H at Page 10 in the RMC Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Red Oak Court at the joint front corner of Lot 102 and Lot 103 and running thence with Lot 103, N. 40-52 E., 230 feet to an iron pin at the joint rear corner of Lot 102 and Lot 103; thence with Lot 106, S. 49 E., 40 feet to an iron pin at the joint rear corner of Lots 101, 102, and 106; thence with Lot 101, S. 8-44 W., 246.64 feet to an iron pin on Red Oak Court; thence with said Court, N. 75-00 W., 19.05 feet, N. 65-31 W., 43.4 feet, N. 57-40 W., 38.59 feet, N. 49-13 W., 39.17 feet, and N. 40-29 W., 35.45 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of William M. Vondersmith and Ann R. Vondersmith dated March 28, 1980 and to be recorded herewith.

which has the address of 117 Red Oak Court Simpsonville,
(Street) (City)
S. C. 29681 (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 — 1980 — ENMA/ELMC UNIFORM INSTRUMENT ACT

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