

MORTGAGE

APR 10 2 29 PM '80

SCV... WILKINSLEY

THIS MORTGAGE is made this 10th day of April 1980, between the Mortgagor, W. D. Yarborough (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twelve Thousand Six Hundred Fifty and No/100 (\$12,650.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 10, 1980 (herein "Note"), providing for semi-annual installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1983

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 in the County of Greenville, State of South Carolina, in the City of Mauldin, being known and designated as Lot No. 177 on plat of Forrester Woods, Section IV, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-R, page 68, and being shown on a more recent plat by Carolina Surveying Company entitled "Survey for W. D. Yarborough" dated April 9, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Pheasant Trail at the joint front corner of Lots Nos. 177 and 178 and running thence with the common line of said lots, N. 52-33 E., 165.2 feet to a point at the joint rear corner of said lots; thence turning and running S. 47-03 E., 80 feet to the joint rear corner of Lots Nos. 176 and 177; thence turning and running with the common line of said lots, S. 33-49 W., 135.7 feet to a point on the cul-de-sac on Pheasant Trail; thence with the curvature of the cul-de-sac of Pheasant Trail, S. 82-34 W., 54.4 feet to a point on Pheasant Trail; thence continuing with Pheasant Trail, N. 39-11 W., 95.3 feet to the point of beginning.

ALSO: ALL that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, in the City of Mauldin, being known and designated as Lot No. 196 on plat of Forrester Woods, Section IV, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-R, page 68, and being shown on a more recent plat by Carolina Surveying Company entitled "Survey for W. D. Yarborough" dated April 9, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Hamby Road at the joint front corner of Lots Nos. 157 and 196 and running thence with said Hamby Road, S. 45-43 E., 135 feet to a point along said Road at the joint front corner of Lots Nos. 195 and 196; thence turning and running with the common line of said lots, S. 44-22 W., 165.8 feet to a point at the joint rear corner of said lots; thence with the rear line of Lot No. 196, N. 47-03 W., (continued on page 5) which has the address of Rt. 10, Greenville

S. C. 29607 (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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