

FILED  
GREENVILLE S.C.

APR 28 PM '80

**MORTGAGE**

BOOK 1502 PAGE 71

DEED  
WERSLEY

THIS MORTGAGE is made this 28th day of April 1980 between the Mortgagor, James C. Summey and Virginia C. Summey (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is 500 East Washington Street, Greenville, S.C. 29601 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-two Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 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 May 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 certain piece, parcel or unit situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit 18 of TRENTWOOD HORIZONTAL PROPERTY REGIME, as is more fully described in Master Deed dated October 16, 1974, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Volume 1008 at pages 527-611, inclusive, and survey and plot plan recorded in Plat Book 5-H, at page 48, which Master Deed was amended June 2, 1976 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Volume 1038, at page 140; said Master Deed was subsequently amended by Second Amendment recorded July 7, 1978 in the R.M.C. Office for Greenville County, S. C., in Deed Volume 1082, at page 742; said Master Deed was subsequently amended by Third Amendment recorded November 3, 1978, in Deed Volume 1091, at page 223; and that Declarant assigned the above number by document recorded January 28, 1980, in the R.M.C. Office for Greenville County, South Carolina, in Deed Volume 1119, at page 632.

This is the same property conveyed to the Mortgagors by deed of Nelson and Putman Builders, A Partnership, dated April 28, 1980, recorded herewith.

which has the address of 18 Trentwood 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 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.

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