

FILED  
GREENVILLE S.C.  
MAY 12 3 35 PM '80  
DUNN & BERSLEY  
RECORDERS

# MORTGAGE

THIS MORTGAGE is made this 12th day of May, 1980, between the Mortgagor, Charles S. Diver and Edith K. Diver, (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 Thirty-Six Thousand Nine Hundred Seventy-Four and Dollars, which indebtedness is evidenced by Borrower's note dated May 12, 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 June 1, 2004.....;

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 Town of Mauldin, Greenville County, South Carolina, on the southwest side of Kingsley Drive, and being known and designated as Lot # 33 on a plat of Knollwood Heights, Section IV, recorded in the RMC Office for Greenville County, South Carolina, in plat Book 4-N at Page 74, and having according to said plat the following metes and bounds, to wit:

BEGINNING at a point on the southwest edge of Kingsley Drive, at the joint front corner of lots 33 and 34, and running thence along a line of lot 34, S 78-14 W 169.7 feet to a point; thence along a line of Coker property, S 14-08 W 125 feet to a point; thence along a line of lot 32, N 78-23 E 169.9 feet to a point on the southwestern edge of Kingsley Drive, thence along the southwestern edge of Kingsley Drive, N 14-07 W 125 feet to the beginning corner.

Being the same property conveyed to the mortgagor herein by deed of Kenneth D. Young to be recorded of even date herewith.

*[Faint, illegible text, possibly a stamp or signature area]*

which has the address of 106 Kingsley Drive, Mauldin, (City)  
South Carolina 29662 (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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