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BOLEY

MORTGAGE

2008 1503 PAGE 352

THIS MORTGAGE is made this 16th day of May 1980, by the Mortgagor, L. Durden Collins, Jr. and Ruth W. Collins (herein "Borrower"), and the Mortgagee, Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is P. O. Box 10148, Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand One Hundred Ten and 88/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 16, 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 November 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 piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the northwestern side of Wolseley Road in Greenville County, South Carolina being known and designated as Lot No. 195 as shown on a plat entitled DEL NORTE ESTATES, SECTION NO. II, SHEET NO. 2 made by Piedmont Engineers and Architects dated May 22, 1971, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-N at Page 13 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Wolseley Road at the joint front corner of Lots Nos. 194 and 195 and running thence along the common line of said lots, N. 46-30 W. 130.0 feet to an iron pin; thence S. 43-30 W. 95 feet to an iron pin at the joint rear corner of lots nos. 195 and 196; thence along the common line of said lots, S. 46-30 E. 130.0 feet to an iron pin on the northwestern side of Wolseley Road; thence along the northwestern side of Wolseley Road, N. 43-30 E. 95.0 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to L. Durden Collins, Jr. and Ruth W. Collins by deed of James E. Watson and Janet M. Watson of even date to be recorded herewith.

RECORDED IN THE PUBLIC RECORDS OF GREENVILLE COUNTY, SOUTH CAROLINA  
ON MAY 16 1980  
BY THE CLERK OF THE COURT  
JAMES E. WATSON  
JANET M. WATSON

which has the address of 23 Wolseley Road Greenville, South Carolina (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.

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