

1503 770

S. C.  
1980  
WASLEY

# MORTGAGE

THIS MORTGAGE is made this 25 th day of July, 19 80,  
between the Mortgagor, Terry L. Yaich and Dolores  
A. Yaich (herein "Borrower"), and the Mortgagee, GREER FEDERAL  
SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH  
CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY- SIX THOUSAND  
FIVE HUNDRED AND NO/100 (\$66,500.00) Dollars, which indebtedness is  
evidenced by Borrower's note dated July 25, 1980 (herein "Note"), providing for monthly install-  
ments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on  
August 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 piece, parcel or lot of land situate, lying and being on the  
northern side of Peachtree Street near the City of Greenville, in the County of  
Greenville, State of South Carolina and known and designated as Lot No. 12 of  
a subdivision known as Cunningham Acres, Section 3, of which is recorded in the  
R. M. C. Office for Greenville County in Plat 4N at page 73, reference to said  
plat being hereby craved for the metes and bounds description.

This conveyance is made subject to all restrictions, zoning ordinance  
setback lines, roads or passageways, easements and rights of way, of which  
may affect the above described property.

This is the same property conveyed to mortgagors herein by deed of  
Louis Rector and Meta Rector to be recorded herewith.

which has the address of 23 Cunningham Circle, Taylors  
(Street) (City)  
S. C. 29887 (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 improve-  
ments 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.