

FILED
GREENVILLE CO. S. C.

MORTGAGE

AUG 23 8 45 AM '80

THIS MORTGAGE is made this 28th day of August, 1980, between the Mortgagor, Walter W. Muirhead and Barbara H. Muirhead, (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").

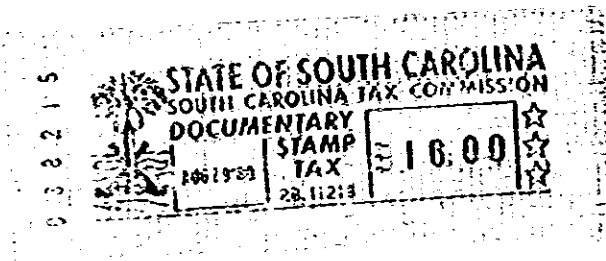
WHEREAS Borrower is indebted to Lender in the principal sum of Forty Thousand and No/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 28, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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 lot of land in the Town of Simpsonville, Greenville County, South Carolina, being known and designated as Lot No. 5 of Subdivision known as PINE TREE, as shown on plat thereof prepared by Piedmont Engineers and Architects dated March 19, 1974, and recorded in Plat Book 5-D at page 63, and a recent plat of property of Walter W. Muirhead and Barbara H. Muirhead prepared by R. B. Bruce, RLS, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 5 and 6 and on the easterly side of Neely Ferry Road and running thence along the line of Lot 6 N. 62-23 E. 150 feet to an iron pin; thence S. 27-37 E. 100 feet to an iron pin, the joint rear corner of Lots 4 and 5; thence running along the line of Lot 4 S. 62-23 W. 150 feet to an iron pin, the joint front corner of Lots 4 and 5; thence running N. 27-37 W. along Neely Ferry Road to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Builders & Developers, Inc. of even date, to be recorded herewith.



which has the address of 303 Neely Ferry Road, Simpsonville (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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