

BOOK 1522 PAGE 312

FILED  
GREENVILLE, S.C.  
OCT 26 8 50 AM '80  
DONN R. HARRERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 27th day of October, 1980, between the Mortgagor, Paul A. Smith and Delores V. Smith, (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 THREE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 27, 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 improvements and buildings thereon, situate and lying and being on the eastern side of Tollgate Road in the Town of Simpsonville, County of Greenville, South Carolina being known and designated as Lot No. 6 on a plat entitled THE CEDARS made by Dalton & Neves, Engrs, dated March 1974 recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-X at page 93, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Tollgate Road at the joint front corners of Lots Nos. 6 and 7; and running thence with the common line of said lots, N. 74-51 E. 155 feet to an iron pin; thence N. 15-09 W. 85 feet to an iron pin at the joint rear corner of Lots Nos. 5 and 6; thence with the common line of said lots, S. 74-51 W. 155 feet to an iron pin on the eastern side of Tollgate Road; thence along the eastern side of Tollgate Road, S. 15-09 E. 85 feet to an iron pin; the point of beginning

This is the same property conveyed to the mortgagors herein by deed of Richard P. and Sally J. Weller, dated October 27, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1136 at page 268.

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX  
16.12

which has the address of 207 Tollgate Road, Simpsonville, S.C. 29681,  
(Street) (City)  
(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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