

S.C.

1980

MORTGAGE

THIS MORTGAGE is made this 12th day of December, 1980, between the Mortgagor, Charles A. Moyer and Elnora O. Moyer

_____, (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of South Carolina, whose address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Eight Thousand Four Hundred and No/100----- (\$58,400.00) dollars, which indebtedness is evidenced by Borrower's note dated December 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 January 1, 2011

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 situate, lying and being on the northern side of the intersection of Manassas Drive and Powderhorn Road in the County of Greenville, State of South Carolina being shown and designated as Lot 95 on a plat entitled Powderhorn, Section 3, recorded in the RMC Office for Greenville County, in Plat Book 7C, Page 4 and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the northern side of Manassas Drive, said point being the joint front corner of Lots Nos. 95 and 96, and running thence along said joint lot line N. 36-02 E. 125.8 feet to a point at the joint rear corner of said lots; thence S. 56-53 E. 90.54 feet to a point; thence S. 31-36 W. 114.06 feet to a point in the northern intersection of Manassas Drive and Powderhorn Road; thence with the northern intersection of Manassas Drive and Powderhorn Road, S. 70-15 W. 12.55 feet to a point on the northern side of Manassas Drive; thence with the northern side of Manassas Drive, the following courses and distances; N. 60-14 W. 32.5 feet, N. 57-43 W. 43 feet, and N. 53-57 W. 17 feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of Robert C. Duncan and Peggy D. Duncan of even date to be recorded herewith.

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which has the address of 102 Manassas Drive Simpsonville
(Street) (City)
South Carolina (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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