

301 College Street  
Greenville, SC

FILED  
S.C.  
NOV 2 4 09 PM '81  
DONALD W. HENNINGER  
R.M.C.

BOOK 1529 PAGE 151

# MORTGAGE

THIS MORTGAGE is made this 31st day of December, 19 80, between the Mortgagor, L. Dale Gilbert and Trudie M. Gilbert, (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 Eighty-three Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 31, 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 in the State of South Carolina, County of Greenville, being known and designated as Lot 9 of a subdivision known as Pebble Creek, Phase I, as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book 5D at Pages 1-5, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Stallings Road, joint front corner of Lots 8 and 9 and running thence along the common line of said Lots, N. 73-44 W. 177.05 feet to an iron pin; thence turning and running along the rear line of Lot 9, S. 37-06 W. 90.0 feet to an iron pin; thence turning and running along the common line of Lots 9 and 10, S. 57-20 E. 164.24 feet to an iron pin on Stallings Road; thence turning and running along Stallings Road, N. 37-49 E. 140.0 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of John A. Bolen, Inc. of even date, to be recorded herewith.

RECORDED  
NOV 2 4 09 PM '81  
R.M.C.

The within Renegotiable Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider which is attached hereto and made a part of this mortgage instrument.

which has the address of 302 Stallings Road, Taylors, South Carolina 29687,  
(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.

151

4328 RV-2