

FILED
GREENVILLE CO. S. C.
JAN 10 10 45 AM '81
DONALD W. ANKERSLEY
R.M.C.

BOOK 1529 PAGE 665

MORTGAGE

THIS MORTGAGE is made this 8th day of January, 1981, between the Mortgagor, B. E. Gilliard and Elaine M. Gilliard, (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-Eight Thousand One Hundred (\$48,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 8, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 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 certain piece, parcel or lot of land situate, lying and being in Butler Township, Greenville County, State of South Carolina, being shown as Lot No. 26 on Plat of Lake Forest Heights, recorded in Plat Book GG, at Page 153, of the R.M.C. Office for Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Scotland Circle, at the joint front corner of Lots Nos. 25 and 26, and running thence with the line of Lot No. 25, N. 28-18 W. 213 feet to an iron pin; thence, N. 37-38 E. 113.7 feet to an iron pin at the corner of Lot No. 28; thence with the line of Lot No. 28, S. 49-40 E. 110 feet to an iron pin at the rear corner of Lot No. 27; thence with the line of Lot No. 27, S. 12-09 E. 180 feet to an iron pin on the Scotland Circle; thence with the Northern side of Scotland Circle, S. 71-37 W. 95 feet to the point of beginning.

This is the same property conveyed to B. E. Gilliard and Elaine M. Gilliard by deed of Guido E. Moggio and Jean Moggio, dated January 8, 1981, and being recorded simultaneously herewith in the RMC Office for Greenville County, South Carolina, in Deed Book 1140, at Page 489.

RECORDED
JAN 10 1981
GREENVILLE
SOUTH CAROLINA
R.M.C.

which has the address of 7 Scotland Circle Greenville,
(Street) (City)
South Carolina 29615 (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.

SCTO --- 1 JA 981 015

4.0001

5990

4325 RV-2