

RECORDED 1511 PAGE 121  
S. C.  
MAY '81  
EASLEY

# MORTGAGE

THIS MORTGAGE is made this 13th day of May, 1981, between the Mortgagor, James Ralph Rochester and Melba Hughey Rochester and Holiday Enterprises, Inc. (herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHTEEN THOUSAND TWO HUNDRED SEVENTY FIVE AND 43/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 13, 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 120 months from date

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 those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, on the Northern side of U. S. Highway 123, Greenville Township, being shown and designated as Lots 12, 13 and 14 as shown on plat recorded in Plat Book Y at page 87 and the adjoining lot designated as Lot No. 137 as shown on plat recorded in Plat Book KK at page 107 and when described as a whole contains the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeastern intersection of U. S. Highway 123 and River View Drive and running thence along the Eastern side of River View Drive North 3-21 West 200 feet to an iron pin on a 36-foot alley; thence with the Southern side of said alley the following courses and distances: North 81-29 East 86 feet, North 83-01 East 100 feet, North 84-01 East 100 feet, North 84-33 East 100 feet to an iron pin at the rear corner of Lot No. 11; thence with the line of Lot No. 11 South 3-11 West 200 feet to an iron pin on the Northern right-of-way of U. S. Highway 123; thence with the northern side of said right-of-way the following courses and distances: South 84-33 West 100 feet, South 84-01 West 100 feet, South 83-01 West 100 feet and South 81-29 West 86 feet to the point of BEGINNING.

This is the same property conveyed to James Ralph Rochester and Melba Hughey Rochester by deed of C. Q. Maston, dated March 30, 1953, recorded in Deed Book 475 at page 300, by deed of Margaret Jennie Whitmire and Mary Sue Whitmire Peterson, dated May 24, 1952, recorded May 24, 1952, in Deed Book 456 at page 469, by deed of C. E. Robinson, Jr., Trustee, dated May 5, 1964, recorded May 5, 1964, in Deed Book 748 at page 188, all in the office of the RMC for Greenville County, South Carolina.

ALSO:

ALL that piece, parcel or strip of land situate, lying and being in the State of South Carolina, County of Greenville, lying approximately 200 feet North of and running parallel with U. S. Highway No. 123 and being known and designated as the Southern half of a portion of a 36 foot alley being 18 feet by 486 feet as shown on a plat thereon entitled "Map of Riverdale" being recorded in the RMC Office for Greenville County in Plat Book KK at page 107. This is the same property conveyed to James R.

(continued on rider):

which has the address of Highway 123 - Route 11 Greenville, S. C. 29611 (herein "Property Address");

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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