

38- FEB 23 1982

MORTGAGE

POD: 1561 543

THIS MORTGAGE is made this 15th day of January, 1982, between the Mortgagor, James Alan & Teresa B. Torpey (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is 107 Church Street - Greer, South Carolina 29651 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 2,500.00 which indebtedness is evidenced by Borrower's note dated _____ and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on _____;

TO SECURE to Lender 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, 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 thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, being known and designated as Lot No. 179 of a subdivision known as Sherwood Forest, as shown on a plat thereof, being recirded in the RMC Office for Greenville County, in Plat Book "GG", at Pages 70 and 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Nottingham Road joint front corner of Lots Nos. 179 and 180 and running thence with the joint front line of said lots N. 20-17 W. 135 feet to an iron pin; thence S. 55-53 W. 10 feet to an iron pin; thence S. 65-23 W. 59.8 feet to an iron pin joint rear corner of Lots Nos. 179 and 263; thence with the joint line of said lots S. 20-17 E. 125.5 feet to an iron pin on the northern side of Nottingham Road; thence with said Road N. 69-43 E. 80 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Virginia R. Marsh dated October 31, 1980 and to be recorded of even date herewith.

RECORDED IN THE OFFICE OF THE CLERK OF COURTS, GREENVILLE COUNTY, SOUTH CAROLINA, ON _____ 1982. DOCUMENTARY TAX STAMP

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which has the address of 52 Nottingham Road Greenville South Carolina 29607 (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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