

FILED  
GREENVILLE CO. S. C.  
SEP 7 3 17 PM '82  
DONNIE J. TANKERSLEY  
R.M.C.

BOOK 1579 PAGE 855

# MORTGAGE

THIS MORTGAGE is made this 3rd day of September, 1982, between the Mortgagor, James Earl Mims and Ruby A. Mims, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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").

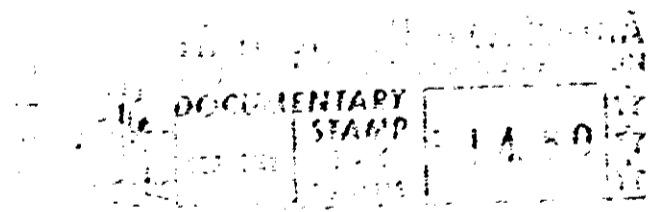
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Six Thousand Five Hundred (\$36,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 3, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2012.....;

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 piece, parcel or lot of land situate, lying and being in the Town of Simpsonville, Greenville County, State of South Carolina, shown on a plat of property of James E. Mims and Ruby Mims, said plat being dated September 1, 1982, prepared by Freeland & Associates, recorded in Plat Book 9-D at Page 22, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron nail at the northwest corner of the intersection of Cox Street and South Street, and running thence along Cox Street S. 75-00 W. 201.5 feet to an iron nail; thence with the line of property of Farmer N. 25-00 W. 348.0 feet to a poplar tree on branch; thence up said branch as the line N. 62-55 E. 67.6 feet to a pin; thence with line of property of Dean S. 20-30 E. 121.5 feet to an iron pin; thence N. 89-00 E. 241.9 feet to an iron pin on South Street; thence along said South Street S. 0-54 W. 184.4 feet to the point of beginning.

This being the same property conveyed to the Grantors herein by deed of Pauline Lockee, et al, dated September 3, 1982, and recorded in the R.M.C. Office for Greenville County in Deed Book 1173 at Page 428, and by Master Deed dated September 3, 1982, and recorded in the R.M.C. Office for Greenville County in Deed Book 1173 at Page 425.



which has the address of 512 South Street, Simpsonville, South Carolina 29681 (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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