

FILED  
GREENVILLE S.C.  
OCT 13 4 28 PM '83  
DONNIE S. WILKINSLEY  
R.M.C.

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## MORTGAGE

THIS MORTGAGE is made this 13th day of October, 1983, between the Mortgagor, Herbert J. Walton and Elizabeth J. Walton, (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 Forty-four Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 13, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2013.....;

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, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, on the northern side of Piney Woods Lane, being known and designated as Lot No. 159 shown on a plat entitled "Woodfields, Section C," recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book W at Page 133 and, according to a more recent plat by Freeland and Associates, R.L.S. dated October 12, 1983 entitled "Property of Herbert J. Walton and Elizabeth J. Walton," having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Piney Woods Lane, joint corner of lots 158 and 159 and running thence with the common line of said lots N. 13-14 E. 150.12 feet to an iron pin; thence N. 76-03 E. 61.20 feet to an iron pin; thence S. 5-27 E. 174.0 feet to an iron pin on the northern side of Piney Woods Lane; thence with the northern side of Piney Woods Lane N. 89-24 W. 55.1 feet and N. 77-59 W. 56.43 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors by deed of Myron W. Larson and Barbara J. Larson recorded November 21, 1973 in Deed Book 988 at Page 633 in the R.M.C. Office for Greenville County, South Carolina.

which has the address of 2 Piney Wood Lane, Greenville,  
(Street) (City)  
South Carolina 29605 (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.

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