

FILED
GREENVILLE S.C.
NOV 23 1983
JUNIOR R.M.C. WISLEY

VOL 1937 PAGE 397

MORTGAGE

THIS MORTGAGE is made this 23rd day of November, 1983, between the Mortgagor, Gustavo Fernandez Rubio and Belinda K. Rubio, (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 Twenty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 23, 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 December 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 of that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known as Lot No. 51 of Augusta Road Hills, and having, according to plat of property Gustavo Fernandez Rubio and Belinda K. Rubio, prepared by R.B. Bruce, R.L.S. #1952, dated November 22, 1983, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 10-E at page 42, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northwest side of High Hill Street, joint front corner of Lots No. 51 and 52 and running thence with the common line of Lot No. 52, N. 47-50 W. 165 feet to an old iron at joint rear corners of Lots Nos. 51, 52, and 42; and thence with the common rear line of Lot No. 42 N. 42-10 E. 60 feet to an old iron pin joint rear corners of Lots Nos. 51, 50, 42 and 43; thence with the common line of Lot No. 50, S. 47-50 E., 165 feet to an old iron pin on the northwest side of High Hill Street; thence, with northwest side of said street S. 42-10 W. 60 feet, to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Republic Properties, Inc. to be recorded herewith.

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which has the address of 12 High Hill Street Greenville
South Carolina 29605
(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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