

FILED
GREENVILLE, S.C.
DEC 20 9 16 AM '83
JOURNAL R.M.C. WISLEY

MORTGAGE

THIS MORTGAGE is made this 19th day of December, 1983, between the Mortgagor, BOYCE DUFFIE and SUSAN DUFFIE, (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-THREE THOUSAND EIGHT HUNDRED (\$43,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 19, 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 July 1, 2014.....;

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 certain piece, parcel or lot of land situate in the State of South Carolina, County of Greenville, on the northeastern side of Pollard Road, being a portion of the property shown as 1.724 acres, more or less, on plat of Property of C. L. Duffie, dated October 17, 1981, prepared by T. H. Walker, Jr., RLS #3182, recorded in the RMC Office for Greenville County, S.C., in Plat Book 8-W at Page 94, and being more particularly described as 1.094 total acres according to a plat entitled "Property of William Boyce Duffie", dated December 15, 1983, prepared by T. H. Walker, Jr., RLS #3182, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an old nail and cap at the intersection of Pollard Road with a county road, which point is a joint corner of a tract of Paul R. & Barbara P. Robinson and the tract herein described, and running thence along the center of Pollard Road N. 38-54 W. 224.3 feet to an old nail and cap in the center of Pollard Road; thence N. 50-53 E. 241 feet to a branch; thence with the branch as the line S. 44-02 E. 147.47 feet to an old nail and cap in the center of the aforementioned county road; thence with the center of said county road S. 28-32 W. 110 feet to an old nail and cap; thence continuing S. 37-47 W. 157 feet to an old nail and cap in the center of Pollard Road, the point of beginning.

This being a portion of the property conveyed to the Mortgagors herein by deed of C. L. Duffie and Mary F. Duffie recorded October 7, 1983, in the RMC Office for Greenville County, S.C., in Deed Book 1198 at Page 93.

which has the address of Route 4, Pollard Road, Simpsonville,
(Street) (City)
S.C. 29681 (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 seized 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.

5270 --- 1 DE 20 83 1502 6.0001