

FILED  
GREENVILLE CO. S. C.

MORTGAGE

MAY 1 2 41 PM '84

THIS MORTGAGE is made this 3rd day of May 1984 between the Mortgagee David B. Free and Rebecca Spencer (herein "Borrower"), and the Mortgagee, WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 206 South Main Street, Woodruff, S. C. 29388 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-THREE THOUSAND FIVE HUNDRED AND NO/100 (\$33,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 3, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2004

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, lying and being in the State and County aforesaid, in Chick Springs Township, near the City of Greer, at the Northwest corner of the intersection of Gibbs Shoals Road and Dillard Drive, being shown and delineated on plat of property of Jimmy C. & Diana M. Dillard, which plat is recorded in the R.M.C. Office for said County in Plat Book GGG at page 181, and being more particularly described according to said plat as follows: Beginning at a nail in center of the intersection of Gibbs Shoals Road and Dillard Drive, and running thence with Gibbs Shoals Road S. 45-36 W. 116.2 feet to a nail in Gibbs Shoals Road, joint front corner with property owned now or formerly by Lillian O. Cooper; thence with the line of said Cooper property N. 49-34 W. 146 feet to an old iron pin (iron pin on line at 14.7 feet); thence N. 33-24 W. 124.6 feet to an iron pin, joint corner with property owned now or formerly by Richard S. Peden; thence with the line of said Peden property N. 51-22 E. 80.1 feet to a nail in center of Dillard Drive (iron pin back on line at 20 feet); thence with Dillard Drive S. 50-03 E. 261 feet to the point of beginning. For a more particular description, reference is hereby specifically made to the aforesaid plat. This is the same property conveyed to Edward James and Jan C. James by Jimmy C. Dillard and Diana M. Dillard by deed recorded in said Office on January 11, 1977, in Deed Book 1049 at page 441, and the same property conveyed to the Mortgagors herein by Edward James and Jan C. James by deed to be recorded forthwith in said Office.

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
TAX  
13.46

which has the address of Route 8 Greer  
[Street] [City]  
S. C. 29651 (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.

2 MAY 4 1984  
733  
4-2001

3020

29388-162