

MORTGAGE

THIS MORTGAGE is made this 19th day of December 1978, between the Mortgagor, GARY L. PELTIER AND CONSTANCE A. PELTIER (herein "Borrower"), and the Mortgagee, FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of STATE OF SOUTH CAROLINA, whose address is Post Office Box 10148, Greenville, S. C. 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Eight Thousand Nine Hundred Fifty & No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 19, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2009.

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 together with all buildings and improvements thereon, situate, lying and being on the south-western corner of the intersection of Colvin Road with Howell Road in Greenville County, S. C. being known and designated as Lot No. 47 as shown on plat entitled Heritage Hills made by Piedmont Engineers & Architects dated May 26, 1964, recorded in the RMC Office for Greenville County, S. C. in Plat Book YY at page 187, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Colvin Road at the joint front corners of Lots Nos. 46 and 47; and running thence along the common line of said lots, S. 10-19 E., 155.9 feet to an iron pin; thence along the common line of Lots Nos. 47 and 20, N. 80-15 E., 29.9 feet to an iron pin and N. 77-25 E., 93.1 feet to an iron pin on the western side of Howell Road; thence along the western side of Howell Road, N. 14-51 E., 36.3 feet to an iron pin; thence continuing along the western side of Howell Road, N. 6-10 E., 38.7 feet to an iron pin; thence with the curve of the intersection of Howell Road with Colvin Road the chord of which is N. 36-09 W., 37.0 feet to an iron pin on the southern side of Colvin Road; thence along the southern side of Colvin Road, N. 78-28 W., 123.5 feet to an iron pin, the point of BEGINNING.

The above property is the same conveyed to the mortgagors herein by deed of James Coley Altman, Jr. and Daylene M. Altman, to be recorded herewith.

which has the address of 128 Colvin Road, Greenville, S. C. 29615 (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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