

GREENVILLE CO. S. C.  
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DORRIS S. TANKERSLEY  
R.M.C.

# MORTGAGE

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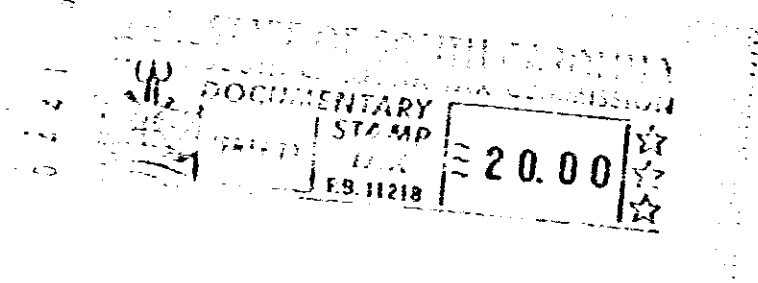
THIS MORTGAGE is made this 16th day of April 1979 between the Mortgagor, John Michael Ley and Cheryl G. Ley (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and No/100ths (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 16, 1979 (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, 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina on the northwestern side of Stoney Creek Drive being shown and designated as Lot 111 on a plat of Forrester Woods, Section 7, recorded in the RMC Office for Greenville County, S. C. in Plat Book 5P, Page 21 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Stoney Creek Drive at the joint front corner of Lots 110 and 111 and running thence with the common line of said lots N. 49-00 W. 165 feet to an iron pin; thence N. 41-00 E. 100 feet to an iron pin at the joint rear corner of Lots 111 and 112; thence with the common line of said lots S. 49-00 E. 165 feet to an iron pin on the northwestern side of Stoney Creek Drive; thence with the northwestern side of said Stoney Creek Drive, S. 41-00 W. 100 feet to the point of beginning; and being the same property conveyed to the mortgagors herein by deed of R. L. Rucker Builder, Inc. recorded herewith in the RMC Office for Greenville County and dated April 16, 1979.



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which has the address of 224 Stoney Creek Drive, Greenville, S. C. 29607 (Street) (City) (State and Zip Code) (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 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.

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