

FILED  
CO. S. C.  
OCT 1 1 44 PM '79  
DOWN

BOOK 1483 PAGE 265

# MORTGAGE

THIS MORTGAGE is made by this 3rd day of October 1979 between the Mortgagor, ROGER S. COX AND BARBARA J. COX (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").

1  
9  
9  
7  
9  
M  
A

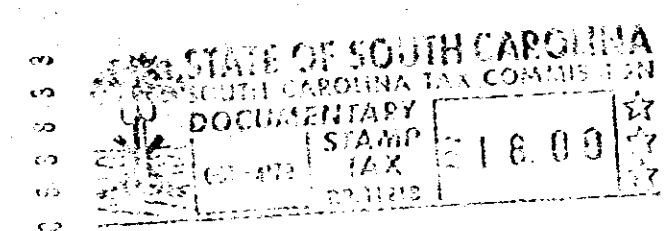
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 3, 1979 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2010;

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 tract of land, lying being and situate in the County of Greenville, State of South Carolina, shown on a Plat of property of Roger S. Cox and Barbara J. Cox prepared by J. L. Montgomery, III, R.L.S. in January, 1978, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 6T, Page 10, which plat shows 3.82 acres and the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the western side of S.C. 23-543 (which iron pin is .2 of a mile more or less from the intersection of said road with S.C. 23-154) running thence along the edge of said road S. 00-02 E., 187.53 feet to an iron pin; thence turning and running N. 79-10 W., 177.39 feet to an iron pin; thence S. 78-05 W., 610.16 feet to an old iron pin; thence turning and running N. 29-20 E., 429.30 feet to an old iron pin; thence turning and running S. 80-25 E., 568.76 feet to the point of beginning.

This is the same property conveyed to the above named mortgagors by deed of Sam L. Gault and Paul E. Gault recorded in the RMC Office for Greenville County in Deed Book 1086 at Page 633 on September 1, 1978.



which has the address of Route 1, Greenpond Road (Babtown Road), Fountain Inn, South Carolina (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.

0 2 6 5

4328 RV-2