

FILED
S. C.
MAY 1 4 05 PM '80
WILKINSON
GREENVILLE

PLUS 1502 PAGE 117

MORTGAGE

THIS MORTGAGE is made this 30th day of April, 1980, between the Mortgagor, Charles W. Phelps and Rebecca B. Phelps, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Fifty-Two Thousand Seven Hundred Eighty-Two & 17/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 30, 1980, (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 piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 134 on a plat of Heritage Lakes, which plat is recorded in the RMC Office for Greenville County in Plat Book 6H-19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Harness Trail, at the joint front corner of Lots 133 and 134, and running thence with Harness Trail, N. 88-04 E. 24.7 feet to an iron pin on the southerly side of Harness Trail; thence continuing along Harness Trail, S. 69-36 E. 176.6 feet to an iron pin; thence continuing along Harness Trail, S. 46-10 E. 7.45 feet to an iron pin at the joint front corner of Lots 134 and 135; thence with the common line of said Lots, S. 44-52-49 W. 189.11 feet to an iron pin, common corner of Lots 134, 135 and 129; thence with the rear line of Lot 134, N. 77-19 W. 46 feet to an iron pin, at the joint rear corner of Lots 133 and 134; thence with the line of Lots 133 and 134, N. 01-55-41 W. 195.18 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of Fred W. Noblitt, James B. Snoddy and Dan M. Salle, a partnership, of even date, to be recorded herewith in the RMC Office for Greenville County.

Mortgagee's address: 301 College Street, Greenville, S. C. 29601

which has the address of 1008 Harness Trail Simpsonville,
S. C. 29681 (herein "Property Address");
(City)
(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 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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