

MORTGAGE

BOOK 1530 PAGE 235

REC - S.C.

THIS MORTGAGE is made this 24th day of April 1981 between the Mortgagor, Ernest H. Lupo and Douglas W. Lupo, (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina whose address is P. O. Box 10148, Greenville, South Carolina, 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Nine Thousand Two Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 24, 1981, (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, 2011

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 on the western side of Gildercreek Drive near the City of Greenville, County of Greenville, State of South Carolina, known and designated as Lot 159 of a subdivision known as Forrester Woods, Section 3, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4-R, at page 51, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Gildercreek Drive at the joint front corner of Lots 158 and 159 and running thence with the joint line of said lots N. 62-43 W. for 175.2 feet to an iron pin; thence S. 29-33 W. for 110 feet to an iron pin at the joint rear corner of Lots 159 and 160; thence with the joint line of said lots S. 62-48 E. for 179.9 feet to an iron pin on the western side of Gildercreek Drive; thence with the western side of Gildercreek Drive N. 27-04 E. for 110 feet to an iron pin; the point of beginning.

This is the same property conveyed to the mortgagors by deed of even date herewith to be recorded.

which has the address of 98 Gildercreek Drive Greenville SC 29607 (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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