

FILED
GREENVILLE
SEP 21 3 30 PM 1983

300: 1528 40:914

MORTGAGE

THIS MORTGAGE is made this 16th day of September, 1983, between the Mortgagor, DANA G. PELLETIER and LIBBY CHILDERS PELLETIER, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 Forty-One Thousand and No/100 (\$41,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 16, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2013;

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, lying and situate on the northern side of Butler Springs Road, near the City of Greenville, Greenville County, State of South Carolina, being shown as Lot No. 23, on a plat of Heritage Hills, recorded in Plat Book YY at Page 187 and described as follows:

BEGINNING at an iron pin on the northern side of Butler Springs Road at the corner of Lot No. 22 and running thence with the northern side of said lot, S. 80-15 W. 105 feet to an iron pin at the corner of Lot No. 24; thence with the line of said lot, N. 9-45 W. 170 feet to an iron pin in the line of Lot No. 43; thence with the lines of Lots Nos. 43 and 44 N. 80-15 E. 105 feet to an iron pin at the corner of Lot No. 22; thence with the line of said lot, S. 9-45 E. 170 feet to the beginning corner.

Derivation: James A. Ellis and Betty M. Ellis, Deed Book 1192, at Page 482, recorded July 18, 1983.

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which has the address of 820 Butler Springs Road Greenville,
(Street) (City)
South Carolina 29615 (herein "Property Address");
(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 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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