

P.O. Box 817  
Taylors, S. C. 29687

GREENVILLE CO. S. C.

AUG 4 3 16 PM '76

BOOK 1374 PAGE 516

# MORTGAGE

THIS MORTGAGE is made this 2nd day of August, 1976, between the Mortgagor, Gerald M. Padgett (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and No/100--- (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 2, 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2002.

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 County of Greenville, State of South Carolina, in the City of Mauldin, being known and designated as Lot No. 39 on plat of Forrester Woods, Section 7, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-P, at pages 21 and 22, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Piney Grove Road, joint front corner of Lots 39 and 40, and running thence along the common line of said Lots S. 78-38 E. 174.9 feet to a point; thence turning and running with the rear line of Lot 39, N. 23-45 E. 100 feet to a point, joint rear corner of Lots 38 and 39; thence turning and running with the common line of said lots, N. 77-54 W. 195 feet to a point, joint front corner of Lots 38 and 39; thence turning and running with Pine Grove Road, S. 12-06 W. 100 feet to the point of beginning.

The above property is the same conveyed to the Mortgagor by deed of W. D. Yarborough dated August 2, 1976, recorded herewith.

5.20.00



which has the address of Route 6, Piney Grove Road, Greenville, S. C. 29607 (herein "Property Address");  
[Street] [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 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.