

GREENVILLE CO. S.C.

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# MORTGAGE

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THIS MORTGAGE is made this 9th day of March 1977, between the Mortgagor Barry W. McPeak and Jacalyn McPeak (herein "Borrower"), and the Mortgagee Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of South Carolina whose address is 500 E. Washington Street, Greenville, South Carolina (herein "Lender").

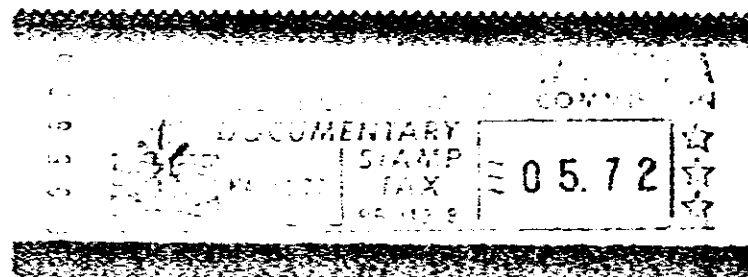
WHEREAS, Borrower is indebted to Lender in the principal sum of Fourteen Thousand, Two Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 9, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1997.

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, together with all buildings and improvements thereon, situate, lying and being on the western side of Gayle Street, Gantt Township, Greenville County, South Carolina, being shown and designated as Lot No. 23 on a plat of ROCKVALE SECTION ONE, made by J. Mac Richardson, RLS, dated October 1958, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book QQ, page 108, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Gayle Street at the joint front corner of Lots Nos. 23 and 22 and running thence with the common line of said lots, S. 88-02 W., 190 feet to an iron pin; thence S. 1-58 E., 75 feet to an iron pin; thence with the common line of Lot Nos. 23 and 24, N. 88-02 E., 190 feet to an iron pin on the western side of Gayle Street; thence with the western side of Gayle Street, N. 1-58 W., 75 feet to an iron pin, the point of BEGINNING.

The above described property is the same conveyed to the mortgagors herein by deed of George T. Marcum, Jr. and Helen L. Marcum, to be recorded herewith.



which has the address of 23 Gayle Street, PIEDMONT, SOUTH CAROLINA 29673 (Street) (City)  
Route #5 (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 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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