

FILED  
GREENVILLE CO. S.C.

1398 PAGE 521

# MORTGAGE

THIS MORTGAGE is made this 23 day of MAY, 1977, between the Mortgagor, DAVID C. HUMPHREYS, JR. & SUSAN P. HUMPHREYS (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY FOUR THOUSAND EIGHT HUNDRED Dollars, which indebtedness is evidenced by Borrower's note dated May 23, 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 May 1, 2007

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:

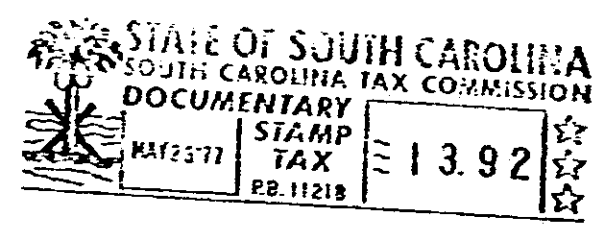
All that lot of land situate on the west side of Shallowford Road, in the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 500 on plat of Section D of Gower Estates, made by Campbell & Clarkson, Surveyors, May 1964, recorded in the RMC Office for Greenville County, South Carolina, in plat book RR, pages 192 and 193, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the west side of Shallowford Road at the joint front corner of Lot Nos. 499 and 500, and runs thence along the line of Lot No. 499, N. 71-43 W. 171.2 feet to an iron pin; thence N. 16-20 E. 85 feet to an iron pin; thence with the line of Lot 501, S. 79-58 E. 154 feet to an iron pin on the west side of Shallowford Road; thence with the curve of Shallowford Road (the chord being S. 0-43 E. 55 feet) to an iron pin; thence still with the curve of Shallowford Road (the chord being S. 13-47 W. 55 feet) to the beginning corner.

This is the same lot conveyed to mortgagors by John R. Ellis and Carole H. Ellis by deed dated of even date herewith, to be recorded.

70650000

350M



GREER FEDERAL SAVINGS AND LOAN ASSOCIATION  
PO. O. BOX 969, Greer, S. C. 29651  
which has the address of

123 Shallowford Road, Greenville, S. C. 29607

(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.

4328 RV.2