

FILED  
GREENVILLE S.C.

BOOK 1606 PAGE 252

MAY 12 10 40 AM '83

DONNIE S. WHEATLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 9th day of May, 1983, between the Mortgagor, James D. Gardner and Eunice R. Gardner, (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 Five Thousand and no/100 (\$5,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 9, 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 August 8, 1983;

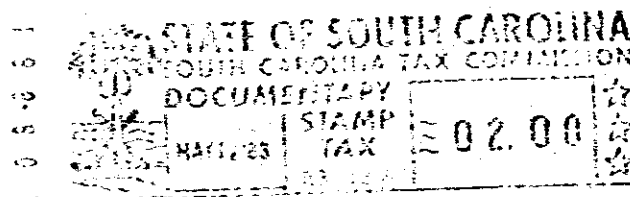
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 located in Bates Township, County and State aforesaid, containing 2.9 acres, more or less, and according to plat prepared by Terry T. Dill, Surveyor, Datee January 20, 1971, having the following metes and bounds to-wit:

BEGINNING at an iron pin at a dirt road and running N. 26-20 E. 538.5' to iron pin (corner); thence S. 20-55 E. 396.0' to an iron pin; thence S. 28-20 E. 315' to an iron pin (corner) in gully; thence along line of above mentioned dirt road N. 55-05 W. 302.4' to iron pin and point of beginning.

This property being subject to Greenville Water Works Right of Way, as shown on said Plat.

DERIVATION: See Deed of Paul Turner and Eris Turner to James D. Gardner and Eunice R. Gardner, recorded in the RMC Office for Greenville County in Book 920, Page 269, dated July 13, 1971.



which has the address of Route 3, Travelers Rest, S. C. 24690,  
(Street) (City)  
(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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