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GREENVILLE CO. S.C.  
SEP 11 9 57 AM '79  
COUNTY CLERK

BOOK 71 PAGE 632  
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# MORTGAGE

THIS MORTGAGE is made this 10th day of September 1979, between the Mortgagor, **SHELLEY REALTY & CONSTRUCTION CO., INC.** (herein "Borrower"), and the Mortgagee, **UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN**, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S.C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **Forty Thousand and No/100 (\$40,000.00)** Dollars, which indebtedness is evidenced by Borrower's note dated **September 10, 1979** (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **December 1, 2009** plat.

This being a portion of the property conveyed to the Mortgagor herein by deed of **H. Gordon Shelley** recorded on **July 6, 1979**, in the RMC Office for **Greenville County, S.C.**, in Deeds Book **1106**, Page **264**.

FILED  
AUG 7 1980  
COUNTY CLERK

3615  
AUG 17 1979  
STATE OF SOUTH CAROLINA  
COUNTY CLERK  
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MICHAEL B. LINDSEY

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which has the address of **Lot No. 2, Route 3, Kolcobe Road, Simpsonville** S. C. **29681** (herein "Property Address");

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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