

GREENVILLE CO. S.C.  
11/13/78

MORTGAGE

THIS MORTGAGE is made this 13th day of December, 1978, between the Mortgagor, John S. Pittman and Kathy W. Pittman, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Fifty Thousand Three Hundred and No/100-----Dollars, which indebtedness is evidenced by Borrower's note dated December 13, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2009.....;

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, on the northeastern side of Duquesne Drive and being known and designated as Lot No. 58 of a Subdivision known as CANEBRAKE I as shown on a plat thereof prepared by Enwright Associates, dated August 18, 1975 and revised October 6, 1975 and recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 96, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Duquesne Drive, joint front corner of Lot Nos. 57 and 58 and running thence with the joint line of said Lots, N.20-34 W. 141.13 feet to an iron pin in the rear line of Lot No. 52, joint rear corner with Lot 57; thence running with the rear line of Lot No. 52 and continuing with the rear line of Lot No. 51, S.67-05 W. 90.00 feet to an iron pin in the rear line of Lot No. 51, joint rear corner with Lot No. 59; thence running with the joint line of Lot Nos. 58 and 59, S.20-34 E. 141.13 feet to an iron pin on the northeastern side of Duquesne Drive, joint front corner with Lot No. 59; thence running with the northeastern side of said Drive, N.67-05 E. 180.85 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Garrett, Howard and McCauley Construction Company, Inc. recorded in the RMC Office for Greenville County on December 14, 1978.

THE mailing address of the Mortgagee herein is P. O. Drawer 408, Greenville, South Carolina 29602.

which has the address of Lot 58, Duquesne Drive, Greer, South Carolina 29651 (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 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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