

1417 827

1420 923

MORTGAGE

THIS MORTGAGE is made this 1st day of December 1977, between the Mortgagor, Latham E. Wheelan and Virginia D. Wheelan

(herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty One Thousand Six Hundred and No/100 (\$41,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 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 January 1, 2003

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 State of South Carolina, County of Greenville, on the Southeastern side of Indian Spring Drive, being shown and designated as part of Lot No. 38 and part of Lot No. 37 of Lake Forest Heights, Section 2, as shown on a plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book SS at Page 139 B and according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Indian Spring Drive at the joint front corner of Lots Nos. 38 and 39 and running thence with the line of Lot No. 39, S. 47-13 E. 115.8 feet to an iron pin; thence S. 17-07 W. 93.4 feet to an iron pin; thence a new line N. 72-30 W. 30.9 feet to an iron pin; thence a new line N. 66-50 W. 126.7 feet to a stake in the joint line of Lots Nos. 37 and 38; thence N. 66-50 W. 40.3 feet to a point on the Southeastern side of Indian Spring Drive; thence with the Southeastern side of Indian Spring Drive 16 E. 75 feet to an iron pin, the point of beginning.

This property is the same property conveyed to the Mortgagors herein by deed of C. Blake Morgan and Carolyn Morgan recorded in the RMC Office for Greenville County in Deed Book 1007 at Page 893 on October 2, 1974.

which has the address of 10 Indian Spring Drive, Greenville S. C. 29615 (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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