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GREENVILLE, CO. S. C.

MAY 26 4 05 PM '78

DONNIE S. TANKERSLEY
R.M.C.

BOOK 1433 PAGE 308

MORTGAGE

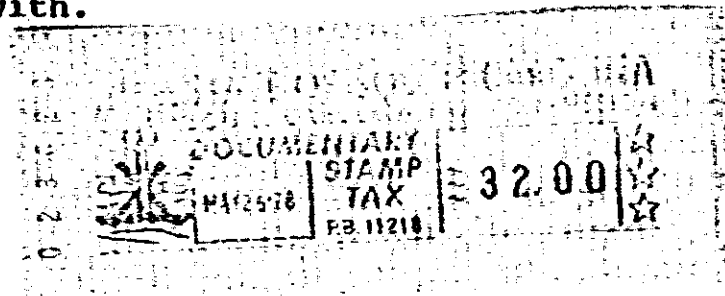
THIS MORTGAGE is made this 26th day of May, 19 78, between the Mortgagor, John P. Gates and Lucille F. Gates, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 26, 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 June 1, 2008.

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: on the southern side of Hollybrook Way, being shown and designated as Lot Number 44 on plat of Holly Tree Plantation, Phase II, Section II, dated January 10, 1974, prepared by Piedmont Engineers and Architects, recorded in Plat Book 5-D at Page 48 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Hollybrook Way at the joint front corner of Lots 43 & 44 and running thence with the line of Lot 43, S 2-17 W 98.13 feet to an iron pin at the joint rear corner of Lots 42, 43 & 44; thence with the line of Lot 42, S 68-39 W 138.9 feet to an iron pin at the joint rear corner of lots 42 & 44; thence, N 16-00 W 170 feet to an iron pin at the joint rear corner of Lots No. 44 and 45; thence with Lot 45, N 82-50 E 133.25 feet to an iron pin on Hollybrook Way; thence with said Way, S 39-30 E 30 feet to an iron pin and continuing, S 74-25 E 30 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed of John R. Beatty and Barbara B. Beatty dated May 24, 1978 and recorded on even date herewith.



which has the address of 107 Hollybrook Way, Simpsonville, South Carolina 29681
[Street] [City]
[State and Zip Code] (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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