

FILED
GREENVILLE CO. S. C.

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MORTGAGE

DONNIE S. TINKER-SLEY
R.M.C.

THIS MORTGAGE is made this 21st day of July, 1978, between the Mortgagor, Jimmy Roger Tolley and Donna Sue Tolley (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and No/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 21, 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, 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:

ALL that certain piece, parcel or tract of land situate, lying and being in Oaklawn Township, Greenville County, South Carolina, containing 9.58 acres, more or less, and being known and designated as Tract No. 9 of property of Julian Hopkins by Bakkum-DeLoach & Associates dated August 5, 1977, and recorded in the RMC Office for Greenville County in Plat Book 6-C, Page 83, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Fork Shoals Road, joint front corner of Tracts 9 and 8, and running thence along the line of Tract 8 of said property S 87-13 E 1310.88 feet to an iron pin in the line of property of S.C. Forestry Commission (Deed Book 201, Page 391), which point is also the rear corner of Tract 8 of said property; thence continuing along the line of S.C. Forestry Commission, crossing the easement of Duke Power Company, S 78 E 231 feet to an iron pin in the line of property of S.C. Forestry Commission; thence continuing along the line of property of S.C. Forestry Commission N 88 E 348 feet to an iron pin in the line of property of J. Drayton Hopkins, joint corner of Tracts 4 and 9 and property of S.C. Forestry Commission; thence turning and running along the line of property of J. Drayton Hopkins S 41-11 W 269.33 feet to an iron pin in line of said J. Drayton Hopkins property, joint rear corner of Tracts 9 and 10; thence turning and running along the line of Tract 10, crossing the easement of Duke Power Company, N 87-43 W 1696.42 feet to an iron pin on the east side of Fork Shoals Road, joint front corner of Tracts 9 and 10; thence along the east side of Fork Shoals Road N 1-32 W 250 feet to an iron pin on the east side of Fork Shoals Road, the beginning corner.

This being the identical property conveyed to the mortgagors herein by deed of Julian Pelham Hopkins recorded in the RMC Office for Greenville County, S. C., in Deeds Book 1068, Page 61, on November 7, 1977.

12.00

which has the address of Route #3, Fork Shoals Road, Simpsonville,

(Street)

(City)

S. C. 29681 (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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