

GREENVILLE CO. S.C.  
SEP 29 1978

# MORTGAGE

THIS MORTGAGE is made this 29th day of September, 1978, between the Mortgagor, John R. Spence, Jr., (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 Thirty Thousand Four Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 29, 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 October 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 lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Simpsonville, Austin Township, being known and designated as Lot 773, on the north side of Yellow Wood Drive, Westwood Subdivision, Section VI, Sheet 1 of 2, made by Piedmont Engineers and Architects, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-X at Page 100, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Yellow Wood Drive, joint corner of Lots 773 and 774 and runs thence along the line of Lot 774, N. 5-15 E. 135.95 feet to an iron pin; thence S. 79-07 E. 48.66 feet to an iron pin; thence N. 47-44 E. 30 feet to an iron pin; thence along the line of Lot 772, S. 9-02 E. 131.86 feet to an iron pin on the north side of Yellow Wood Drive; thence with the curve of Yellow Wood Drive (the chord being S. 71-33 W. 17.65 feet) to an iron pin; thence continuing with the curve of said Drive (the chord being S. 78-09 W. 43.95 feet) to an iron pin; thence continuing along said Drive, S. 87-59 W. 43.4 feet to the beginning corner.

This is the same property conveyed to the mortgagor herein by deed fo Charles E. Castles and Debra L. Castles, dated September 29, 1978, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1089, at Page 54 on October     , 1978.

GCTO --- 1 OCT 2 78 120

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP TAX  
12.10

which has the address of 1401 Yellow Wood Drive, Westwood S/D, 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 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.

0957

4328 RV-2