

NOV 3 8 33 AM '78

GREENVILLE CO. S.C.

*Consent*

### MORTGAGE

THIS MORTGAGE is made this 2nd day of November, 1978, between the Mortgagor, Ronald D. Gillespie and Patricia J. Gillespie, (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 Forty-one Thousand, Four Hundred and Ninety eight & 50/100-Dollars, which indebtedness is evidenced by Borrower's note dated November 2, 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 24 years after date.....;

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 with the buildings and improvements thereon, lying and being on the southerly side of Merrifield Court, near the City of Greenville, S. C., being known and designated as Lot No. 100 on plat entitled "Final Plat Revised, Map No. 1, Foxcroft, Section II" as recorded in the REC Office for Greenville County, S. C. in Plat Book 421, pages 36 and 37, and having, according to said plat, the following metes and bounds, to-wit:

STARTING at an iron pin on the southerly side of Merrifield Court, said pin being the joint front corner of Lots 100 and 101 and running thence with the common line of said lots S. 23-42 E. 211.6 feet to an iron pin, joint rear corner of Lots 101 and 100; thence S. 61-00 W. 75 feet to an iron pin; thence N. 41-10 W. 205 feet to an iron pin on the southerly side of Merrifield Court; thence with the southerly side of Merrifield Court, N. 52-14 E. 60 feet to an iron pin; thence continuing with said Court N. 59-02 E. 60 feet to an iron pin, the point of beginning.

For deed into mortgagors, see Deed Book 1091, Page 182, by deed of James W. Hawthorne, et al recorded November 3, 1978.

The above described property is subject to a 40 foot building setback line and all restrictions, setback lines, roadways, easements and rights of way, if any, affecting the property.

which has the address of 12 Merrifield Court Greenville  
(Street) (City)  
S. C. (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.

GCTO -----2 NO3 78 1105

3.5001

4328 RV-2