

FILED  
GREENVILLE CO. S.C.  
1979 JAN 16 4 35 PM

# MORTGAGE

1979 JAN 16 550

THIS MORTGAGE is made this 16th day of January, 1979 between the Mortgagor, PERRY A. SMITH (herein "Borrower") and the Mortgagee, UNION FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S.C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-FIVE THOUSAND ONE HUNDRED FIFTY AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 16, 1979 (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, 2009

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: shown and designated as .87 acres on plat of property surveyed for Perry Anthony Smith, prepared by J. L. Montgomery, III, dated September 22, 1977 and recorded in plat book 62 at page 15, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap on the northerly side of an unpaved county road and running thence N. 51-36 E., 16.5 feet to an old nail; thence N. 7-34 E., 181.56 feet to a nail and cap; thence turning and running along the rear line of said .87 acres, N. 86-10 E., 189.66 feet to an iron pin; thence S. 7-43 W., 204.42 feet to an iron pin on said unpaved county road; thence with the curve of the county road, S. 76-35 W., 55.44 feet to an iron pin; thence still with said unpaved county road, N. 85-04 W., 145.26 feet to a nail and cap, being the point of beginning.

This is the identical property conveyed to the mortgagor by deed of Maydee Smith and Odessa Smith, to be recorded of even date herewith.

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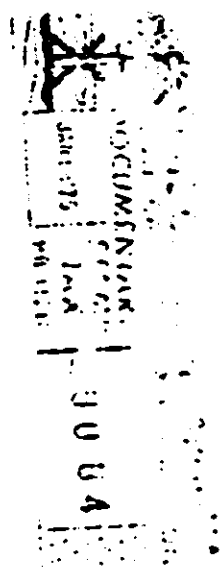
which has the address of Smith Circle, Fountain Inn, S.C. 29644

(herein "Property Address")

To HAVE AND TO HOLD to Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all covenants, 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 and property on 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 and all claims and demands or restrictions listed in a schedule of exceptions to coverage in any title insurance policy issued by Lender covering the Property.

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