

FILED
GREENVILLE CO. S. C.

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MORTGAGE

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DONNE S. FANNERSLEY
R.M.C.

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THIS MORTGAGE is made this 27th day of April,
1979, between the Mortgagor, LARRY N. SPIVEY and BARRY R. BATSON,
(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 Thirty-five Thousand
Two Hundred and no/100ths -- Dollars, which indebtedness is evidenced by Borrower's
note dated April 27th, 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
May 1, 2009.....;

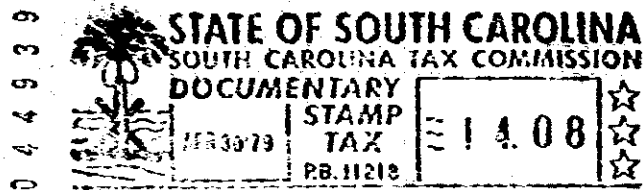
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TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest
thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect
the security of this Mortgage, and the performance 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 piece, parcel or lot of land, together with all buildings and improvements
thereon, situate, lying and being on the northern side of Tollgate Court, in the Town
of Simpsonville, County of Greenville, South Carolina, being shown and designated as
Lot No. 35 on a plat of THE CEDARS (formerly Castlewood Subdivision) made by Dalton &
Neves, Engineers, dated March, 1974, recorded in the RMC Office for Greenville
County, S. C., in Plat Book 4-X at page 93, and having according to said plat the
following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Tollgate Court at the joint
front corner of Lots Nos. 34 and 35 and running thence along the common line of said
Lots, N. 33-55 W., 160.7 feet to an iron pin; thence N. 76-40 E., 95.0 feet to an
iron pin at the joint rear corner of Lots Nos. 35 and 36; thence along the common
line of said lots, S. 23-38 E., 146.3 feet to an iron pin on the northwestern side of
Tollgate Court; thence along the northwestern side of Tollgate Court, S. 71-21 W.,
65.0 feet to an iron pin, the point of beginning.

The above property is the same conveyed to the Mortgagors by deed of Horizon
Investments, Inc., to be recorded simultaneously herewith.



which has the address of Lot 35 Tollgate Court Simpsonville,
(Street) (City)

South Carolina 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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