

FILED
GREENVILLE CO. S. C.

MAY 4 1 45 PM '73

DONNIE S. TANKERSLEY
R.H.C.

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MORTGAGE

THIS MORTGAGE is made this 4th day of May, 1979, between the Mortgagor, William E. Smith, Ltd., (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").

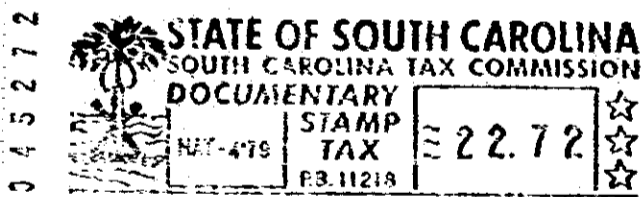
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Six Thousand Eight Hundred (\$56,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 4, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2010;

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 situate, lying and being in Greenville County, S.C., at the intersection of Windward Way and Leeward Terrace, being shown and designated as Lot No. 167 on plat of DEVENGER PLACE, SECTION 9, recorded in the RMC Office for Greenville County, S.C., in Plats Book 6-H, Page 71, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Windward Way at the joint front corner of Lots 166 and 167 and running thence with the joint line of said lots S. 75-20 E. 184.8 feet to an iron pin; thence N. 17-24 E. 93.8 feet to an iron pin on Leeward Terrace; thence with the right of way of Leeward Terrace N. 85-42 W. 10 feet, N. 81-39 W. 66 feet and N. 73-02 W. 59 feet to an iron pin at the intersection of Leeward Terrace and Windward Way; thence with said intersection S. 77-58 W. 35.3 feet to an iron pin on Windward Way; thence with the right of way of Windward Way S. 33-01 W. 75 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Devenger Road Land Company, a Partnership, to be executed and recorded of even date herewith.



which has the address of Lot 167 Devenger Place, Greenville,
(Street) (City)
S. C. 29615 (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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