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MERRISLEY

VL 1477 TAG: 313

MORTGAGE

THIS MORTGAGE is made this 22nd day of August 1979, between the Mortgagor, Cheshire Associates, a partnership, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of 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 Twenty-six Thousand Five Hundred (\$26,500.00) and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated August 22, 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 September 1, 2004

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, with the improvements thereon, situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina, and being known and designated as Lot No. 10 of Montclair Subdivision, Section 2, as shown on plat recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book WW, Page 41, and being more particularly described according to a plat of survey by Freeland & Associates dated August 21, 1979, as follows:

BEGINNING at an iron pin on the eastern side of Cheshire Road at the joint front corner of Lots 5 and 10, which iron pin is also 125 feet, more or less, from the intersection of Bethel Road, and running thence along the line of Lots 5, 6, and a portion of Lot 7 S. 62-22 E. 200.0 feet to an iron pin; thence along the common line of Lots 10 and 11 S. 72-58 W. 188.4 feet to an iron pin on the eastern side of Cheshire Road; thence along the eastern side of Cheshire Road and following the curvature thereof, the chords being N. 9-31 W. 75.0 feet and N. 11-45 E. 75.0 feet, to the beginning corner.

The above described property is the same conveyed to the mortgagor by Southern Bank & Trust Company by deed dated March 16, 1978 (erroneously shown as 1976), and recorded on March 22, 1978, in the R. M. C. Office for Greenville County, S. C., in Deed Book 1075, Page 725,

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GREENVILLE COUNTY, SOUTH CAROLINA
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which has the address of 101 Cheshire Road, Mauldin, South Carolina 29662 (herein "Property Address");

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.

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