

FILED
CO. S. C.
1 32 PM '79
DONNIE TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 28th day of September, 1979, between the Mortgagor, A. Gerald and Lois Stroud and Charles H. Smith, II and Lottie Smith, (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 nine thousand three hundred seventy four & 75/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 28, 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 Oct. 1, 2007;

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, situate, lying and being on the northern side of Winterfield Place in Greenville County, South Carolina, being shown and designated as Lot No. 229 on a plat of Peppertree, Section II made by Piedmont Engineers and Architects, dated June 15, 1972, revised January 17, 1973, recorded in the RMC Office for Greenville County, S. C. in Plat Book 4-X, page 3, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Winterfield Place at the joint front corners of Lots Nos. 228 and 229 and running thence with the common line of said lots, N. 3 E. 115 feet to an iron pin; thence N. 64-54 W. 82.5 feet to an iron pin; thence S. 84-18 W. 17.7 feet to an iron pin; thence with the joint common line of Lots Nos. 229 and 230, S. 7-40 E. 159.7 feet to an iron pin on Winterfield Place; thence with the northern side of Winterfield Place, S. 88-50 E. 29 feet to a point; thence continuing with the northern side of said street, S. 83-13 E., 26.7 feet to an iron pin; thence with the curve of the northern side of the cul-de-sac of Winterfield Place, the chord of which is N. 35-18 E., 16.7 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Robert A. Adler and Sharon T. Adler dated September 28, 1979 and recorded in the RMC Office of Greenville County in Deed Book 1112 at Page 200.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
1570

which has the address of 1011 Winterfield Place, Taylors, South Carolina
(Street) (City)
(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.

0777

4328 RV-2