

Mortgagee's Address: 301 College Street, Greenville, S. C.

1488 539

LEATHERWOOD, WALKER, TOUD & MANN

GREENVILLE, S. C.  
NOV 16 11 09 AM '79  
DONNIE TANKERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 15th day of November, 1979, between the Mortgagor, Stephen L. Dailey and Jill H. Dailey, (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-three Thousand Seven Hundred and No/100 (\$33,700.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 15, 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 December 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:

ALL that certain piece parcel, or lot of land located in the County of Greenville, State of South Carolina and being shown and designated as Lot No. 191 according to a plat entitled "Westwood South", Section I, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 6H, at Page 56, and having, according to a more recent plat entitled "Property of Stephen L. Dailey and Jill H. Dailey" by Freeland & Associates, dated November 7, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern edge of Ashdown Drive at the joint front corner of Lots Nos. 191 and 192 and running thence with the line of Lot 192, S. 46-21 W. 152.1 feet to an iron pin; thence N. 38-20 W. 57.02 feet to an iron pin; thence N. 76-08 W. 41.45 feet to an iron pin in the joint rear corner of Lots 191 and 190; thence with Lot 190, N. 50-25 E. 182.95 feet to an iron pin on the southwestern edge of Ashdown Drive; thence with Ashdown Drive, S. 34 E. 80 feet to the point of beginning.

Being the same property conveyed to the Mortgagors herein by deed of Artistic Builders, Inc., dated November 15, 1979 and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1112, at Page 262.

which has the address of Lot 191, Winewood Court, Simpsonville, South Carolina, (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.

SOUTH CAROLINA — 1964 Family — 6.26 — F.S.M.A./F.H.L.M.C. UNIFORM INSTRUMENT with amendment adding Part 4.0

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