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BOOK 1498 PAGE 381

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MORTGAGE

THIS MORTGAGE is made this 19th day of March, 1980, between the Mortgagor, Peter F. San Miguel and Candace C. San Miguel, (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 Forty-Seven Thousand Four Hundred Fifty and No/100 (\$47,450.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 19, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 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 lot of land in Greenville County, South Carolina, situate on the northeastern side of Waccamaw Circle in said County, being shown as Lot 99 on Plat #2 of Sunset Hills prepared by R. E. Dalton recorded in Plat Book P at Page 18 in said RMC Office and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Waccamaw Circle at the joint front corner of Lots 99 and 100, and running thence with line of Lot 100, N. 48-50 E. 175 feet to an iron pin; thence, N. 41-10 W. 75 feet to an iron pin; thence, with the line of Lot 98, S. 48-50 W. 175 feet to an iron pin in line of Waccamaw Circle; thence with line of said Circle, S. 41-10 E. 75 feet to the point of Beginning.

The within property is the identical property conveyed to the Mortgagors herein by deed of Arthur P. Huff and Nancy F. Huff, dated March 19, 1980 and which said instrument is being recorded simultaneously with the recording of this instrument.

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF GREENVILLE, SOUTH CAROLINA, THIS 11TH DAY OF APRIL, 1980, AT 10:30 AM.

which has the address of 6 Waccamaw Circle Greenville,
(Street) (City)
SC 29605 (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 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 — UNIFORM INSTRUMENT ACT (ENACTED 1975) — UNIFORM INSTRUMENT (with amendments to the 1975 Act)

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