

FILED
S. C.
APR 24 '80

MORTGAGE

BOOK 1199 PAGE 69

THIS MORTGAGE is made this 27th day of March 1980 between the Mortgagor, KENNETH A. PENSMITH, SR., and MILDRED A. PENSMITH (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Four Thousand Three Hundred Thirty-Three and 36/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 27, 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 July 1, 2006.

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, lying and being in Grove Township, County of Greenville, State of South Carolina, being known and designated as Lot No. 41, Section 2, as shown on plat of Belle Terre Acres, dated March 10, 1975, and having, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint corner of Lot 40 on the Southern side of Lake El Je Ma Drive and running thence, along said Drive S. 77-53 E., 172.6 feet; thence S. 11-56 W., 176.38 feet to an iron pin on Lake El Je Ma Drive; thence running along said Lake N. 74-10 W., 70 feet; thence N. 84-11 W., 91.5 feet; thence running along line of Lot 40 N. 8-12 E., 182.2 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Brian L. DeMary and Belinda W. DeMary recorded in the Greenville County RMC Office in Deed Book 1122 at Page 871 on March 27, 1980.

A right-of-way easement is reserved across this lot for Duke Power Company utility service to other property of James W. Mahon located on the Eastern side of said lot.

which has the address of Route 6, Box 536, Lake El Je Ma Drive, Greenville, SC 29673 (therein "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 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.

BR 9000

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