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# MORTGAGE

THIS MORTGAGE is made this 28th day of March,  
1980, between the Mortgagor, James E. Bailey, III  
(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 Fifty-six Thousand and  
No/100 Dollars, which indebtedness is evidenced by Borrower's  
note dated March 28, 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 piece, parcel or lot of land situate, lying and being in the County of  
Greenville, State of South Carolina, being known and designated as Lot No. 176  
on plat of Devenger Place, Section 9, recorded in the R.M.C. Office for Green-  
ville County, South Carolina, in Plat Book 6-H, at page 71, reference to which  
is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagor by William E. Smith, Ltd.  
by deed of even date, recorded herewith.

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SOUTH CAROLINA

which has the address of 304 Windward Way Greer  
(Street) (City)  
S. C. 29651 (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.

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