

APR 23 10 03 AM '80
DONNA E. HARRISLEY
R.M.C.

800: 1501 PAGE 447

MORTGAGE

THIS MORTGAGE is made this 23rd day of April, 1980, between the Mortgagor, William E. Cary and Sandra L. Cary, (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 Sixty-three Thousand and no/100ths --- Dollars, which indebtedness is evidenced by Borrower's note dated April 23, 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 January 1, 2011.....;

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, with all buildings and improvements, situate, lying and being on the northeastern side of Pebble Creek Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 179 on a plat of PEBBLE CREEK, PHASE I, made by Enwright Associates, Engineers & Surveyors, dated September 17, 1973, revised March 22, 1974, recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-D, page 39, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Pebble Creek Drive at the joint front corners of Lots No. 179 and 180 and running thence with the northeastern side of Pebble Creek Drive, N. 37-51 W., 120 feet to an iron pin at the joint front corners of Lots No. 178 and 179; thence with the common line of said lots, N. 55-10 E., 198.9 feet to an iron pin; thence along the line of Lot No. 184, S. 31-00 E., 110 feet to an iron pin; thence along the line of Lot No. 180, S. 52-03 W., 185.51 feet to the point of beginning.

The above property is the same conveyed to the Mortgagors by deed of Pebblepart, Ltd., a South Carolina Limited Partnership, to be recorded simultaneously herewith.

SOUTH CAROLINA
DOCUMENTARY
STAMP
20 APR 23 1980

which has the address of 306 Pebble Creek Drive Taylors,
(Street) (City)
S. C. 29687 (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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