

Mortgagee's mailing address: 301 College St., Greenville, S.C. 29601

FILED
SOUTH CAROLINA
JUN 13 10 07 AM '80
RECORDERS OFFICE
GREENVILLE

BOOK 1505 PAGE 228

MORTGAGE

THIS MORTGAGE is made this 13th day of June, 1980, between the Mortgagor, Homer B. Elsberry, (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").

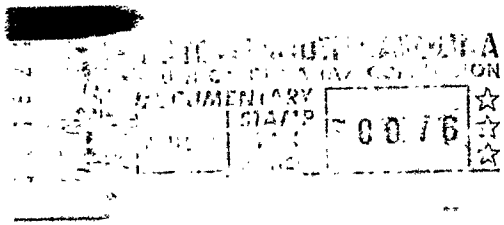
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Four Thousand Three Hundred Fifty and No/100----- Dollars, which indebtedness is evidenced by Borrower's note dated June 13, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 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 certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, being known and designated as part of Lot 3 of Daisy T. Wilson Subdivision as per plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book 0, at Page 151 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the easterly side of Simmons Avenue at the joint corner of Lots 3 and 4, which iron pin is 168.5 feet in a southerly direction from the southeast intersection of Simmons Avenue and Sycamore Drive and thence S. 62-11 E. 180 feet to a stake; thence S. 21-30 W. 54 feet to a stake; thence N. 62-11 W. 180 feet to a stake on the easterly side of Simmons Avenue; thence along easterly side of Simmons Avenue, N. 21-30 E. 54 feet to an iron pin at the point of beginning.

This being the same property conveyed to Homer B. Elsberry by deed of W. L. Hammond dated December 31, 1949, and recorded in the R.M.C. Office for Greenville County on January 19, 1950, in Deed Book 400 at Page 344.



which has the address of 38 Simmons Avenue Greenville, (Street) (City) South Carolina 29607 (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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