

FILED  
GREENVILLE CO. S. C.  
SEP 4 12 15 PM '80  
DONNIE J. TANKERSLEY  
R.M.C.

111-425

## MORTGAGE

THIS MORTGAGE is made this 4th day of September,  
1980, between the Mortgagor, Robert C. Kuss, Jr. and Sandra P. Kuss  
(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").

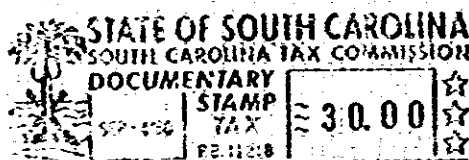
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Five Thousand  
and 00/100ths (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's  
note dated September 4, 1980, (herein "Note"), providing for monthly installments of principal  
and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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 the buildings and improvements  
thereon, lying and being on the northerly side of Woody Creek Road, near the City of  
Greenville, South Carolina, being known and designated as Lot No. 407 on plat  
entitled "Sugar Creek, Section 2, Map 3," as recorded in the RMC Office for Greenville  
County, South Carolina, in Plat Book 7-X at Page 2, and having, according to said  
plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Woody Creek Road, said pin being  
the joint front corner of Lots 407 and 408 and running thence with the common line of  
said lots N. 53-36-34 W., 126.43 feet to an iron pin, the joint rear corner of Lots  
407 and 408; thence N. 43-52 E., 79.28 feet to an iron pin; thence N. 56-41-47 E.,  
92.67 feet to an iron pin; thence N. 76-22-55 E., 48 feet to an iron pin, the joint  
rear corner of Lots 406 and 407; thence with the common line of said lots S. 9-22-52 W.,  
177.05 feet to an iron pin on the northerly side of Woody Creek Road; thence with the  
northerly side of Woody Creek Road on a curve, the chord of which is S. 67-53-08 W.,  
52.24 feet to an iron pin, the point of beginning.

This being the same property conveyed to Mortgagors herein by deed of Cothran & Darby  
Builders, Inc., of even date, to be recorded herewith.



which has the address of 209 Woody Creek Road Greer,  
(Street) (City)  
South Carolina 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 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.

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