Л

## **MORTGAGE**

THIS MORTGAGE is made this 10th day of October

1980, between the Mortgagor, Winston P. Stephenson and Betty J. Stephenson

(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 <u>Nine Thousand Three</u>

<u>Hundred Fifty and 00/100</u>

Dollars, which indebtedness is evidenced by Borrower's note dated <u>October 10</u>, 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 <u>November 1</u>, ...1985......;

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 State of South Carolina, County of Greenville, being known and designated as Lot 41 on a plat of Pebble Creek, Phase IV, Section II, which plat is recorded in the RMC Office for Greenville County in Plat Book 7C-47, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Pebble Creek Way, at the joint front corner of Lots 40 and 41, and running thence along Pebble Creek Way, N. 00-15 E. 90.0 feet to an iron pin, joint front corner of Lots 41 and 42; thence with the common line of Lots 41 and 42, S. 89-45 W. 184.05 feet to an iron pin, joint rear corner of Lots 41 and 42; thence with the rear line of Lot 41, S. 20-58 W. 96.22 feet to an iron pin, joint rear corner of Lots 39 and 41; thence along the common line of Lots 39, 40 and 41, S. 89-45 E. 218.08 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of Pebblepart, Ltd., of even date, to be recorded herewith in the RMC Office for Greenville County, S.C.

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

Pebble Creek Way

which has the address of \_\_\_\_\_\_\_(Street)

Taylors

S. C. 29687

\_\_\_\_(herein "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 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.

SOUTH CAROLINA - 1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

**み**に