

FILED
GREENVILLE CO. S. C.

NOV 3 10 31 AM '80

MORTGAGE

1980-10-31

THIS MORTGAGE is made this 31st day of October 1980, between the Mortgagor, Gerald L. Cheek and Roma S. Cheek (herein "Borrower"), and the Mortgagee, Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is P.O. Box 10121 Greenville, S.C. 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand and No/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 31, 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 November 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 situate, lying and being in the City and County of Greenville, State of South Carolina, on the eastern side of McDaniel Avenue, and being shown on a plat of property of Robert E. Howard and Martha M. Howard, by Dalton & Neves Co., dated July 1976, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5U, at page 95 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of McDaniel Avenue, which iron pin is located 117 feet from the southeastern intersection of McDaniel Avenue and Cleveland Street and running thence S. 84-58 E. 190 feet to an iron pin; thence S. 4-00 W. 69.9 feet to an iron pin; thence N. 84-58 W. 190 feet to an iron pin on the eastern side of McDaniel Avenue; thence with the eastern side of said McDaniel Avenue N. 4-00 E. 69.9 feet to the point of beginning.

This being the same property conveyed to Mortgagor by deed from Robert E. Howard and Martha M. Howard dated October 31, 1980, to be recorded herewith.

RECORDED IN THE PUBLIC OFFICE OF GREENVILLE COUNTY, SOUTH CAROLINA
DOCUMENTARY STAMP \$ 24.00

which has the address of 307 McDaniel Avenue Greenville South Carolina (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 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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