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SOUTH CAROLINA  
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1523-925

BOOK 1521 PAGE 925

### MORTGAGE

THIS MORTGAGE is made this 24th day of OCTOBER, 1980, between the Mortgagor, MARSHALL KEITH COLEY and TAMMY L. COLEY

, (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of South Carolina whose address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-SIX THOUSAND ONE HUNDRED AND NO/100 (\$36,100.00) dollars, which indebtedness is evidenced by Borrower's note dated OCTOBER 24, 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 lot of land with the buildings and improvements thereon situate on the west side of Agewood Drive in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 421, Section V, Sheet One on plat of Westwood Subdivision, made by Piedmont Engineers and Architects November 28, 1972, recorded in the RMC Office for Greenville, S.C. in Plat Book 4-X, Page 63 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Agewood Drive at the joint corner of Lots 421 and 422 and runs thence along the line of Lot 422 N. 86-13 W. 140 feet to an iron pin; thence S. 3-47 W. 86 feet to an iron pin; thence along the line of Lot 420 S. 86-13 E. 140 feet to an iron pin on the west side of Agewood Drive; thence along Agewood Drive N. 3-47 E. 86 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Glenn A. Cole and Katharine M. Cole of even date to be recorded herewith.

This mortgage being re-recorded due to fact Exhibit was omitted.

STATE OF SOUTH CAROLINA  
RECORDED  
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1044

which has the address of 512 Agewood Drive, Simpsonville, S.C. 29681  
(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.

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