

FILED
S. C.
PH '80
SIMPSONVILLE

1028 1/2

MORTGAGE

THIS MORTGAGE is made this 19th day of December, 1980, between the Mortgagor, Peter T. Bergstrom and Wendy Bergstrom (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 \$50,000.00 Fifty-thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated December 19, 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 January 1, 2008 ...;

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 situate on the eastern side of Green View Court in the County of Greenville, State of South Carolina, being shown as Lot No. 107 on a plat of Holly Tree Plantation, Phase II, Section III, dated August 17, 1977 prepared by Piedmont Engineers, recorded in Plat Book 6-H at page 10 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Green View Court at the joint front corner of Lot 107 and Lot 108 and running thence with Lot 108 N. 70-47 E 168.23 feet to an iron pin at the joint rear corner of Lot 107 and Lot 108; thence S 7-05 W 180 feet to an iron pin; thence S 12-53 E 36 feet to an iron pin at the joint rear corner of Lot 106 and Lot 107; thence with Lot 106 N 52-21 W 180.30 feet to an iron pin on Green View Court; thence with said court N 12-00 E 25 feet to an iron pin; thence still with said court N 16-20 W 25 feet to the point of beginning.

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.

This being the same property as that conveyed to Peter T. Bergstrom and Wendy Bergstrom by deed of William K. West and Suzanne M. West dated and recorded concurrently herewith.

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which has the address of 107 Green View Court, Simpsonville,
(Street) (City)
S. C. 29681 (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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