

FILED
GREENVILLE, S.C.
FEB 2 12 01 PM '81
DONNIE S. HAMERSLEY
R.M.C.

BOOK 1531 PAGE 388

27643 DNE LLH
Calvin N. Cox
S26.03-1-52

MORTGAGE

THIS MORTGAGE is made this 30th day of January, 1981, between the Mortgagor, Calvin N. Cox, (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 Six Hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated January 30, 1981, (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, 2012.....;

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 southerly side of Pebble Creek Way in the County of Greenville, State of South Carolina being shown as Lot No. 52 on a plat of Pebblecreek Subdivision Phase IV, Section II, dated July 18, 1979 prepared by Freeland and Associates, recorded in Plat Book 7-C at Page 47 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 southerly side of Pebble Creek Way at the joint front corner of Lot 51 and Lot 52 and running thence with Lot 51 S 38-35 W 130 feet to an iron pin at the joint rear corner of Lot 51 and Lot 52; thence with Lot 56 and Lot 55 N 54-24 W 86.42 feet to an iron pin at the joint rear corner of Lot 52 and Lot 53; thence with Lot 53 N 52-36 E 130 feet to an iron pin on Pebble Creek Way; thence with said Way S 54-25 E 99.96 feet to the point of beginning.

This being the same property conveyed to the Mortgagor by deed of Pebblepart Ltd., A South Carolina Limited Partnership, recorded on January 5, 1981 in Deed Book 1140 at Page 169 in the RMC Office for Greenville County.

GCTO -----3 FEE 281 939 4.00CCT

which has the address of Pebble Creek Way Taylors,
(Street) (City)
South Carolina (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.

67
80
5
0

4328 RV-2