

301 College St.

Greenville, SC

FILED
GREENVILLE CO. S. C.

FEB 11 3 31 PM '81

CONNOR & BERSLEY
R.H.C.

BOOK 1532 PAGE 271

MORTGAGE

THIS MORTGAGE is made this 9th day of February, 1981, between the Mortgagor, John A. Bolen, Inc.

(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 Ninety-seven Thousand Eight Hundred Fifty and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 9, 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:

being shown and designated as Lot Number 121 of Pebble Creek subdivision, Phase I, on plat recorded in Plat Book 5-D at Pages 1 through 5, inclusive, said lot fronting on Stalling Road.

This is the same property conveyed to the Mortgagor by deed of Pebblepart, Ltd., a South Carolina limited partnership, recorded on even date herewith.

* The within Renegotiable Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider which is attached hereto and made a part of this mortgage instrument.

which has the address of Lot 121 Pebble Creek, Phase I, Greenville County, SC

(State and Zip Code) (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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