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BOOK 1542 PAGE 740

MORTGAGE

THIS MORTGAGE is made this 29th day of May 19 81, between the Mortgagor, Walter Paul Fillinsky, Jr. and Beverly K. Woody (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Seven Thousand, Seven Hundred Thirty-Nine and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on 249 months from June 1, 1981

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 piece, parcel or lot of land in Greenville County, City of Greenville, State aforesaid, on the north side of West Earle Street and being known and designated as Lot No. "C" of Map 6 entitled Property of Mountain City Land Company as recorded in the RMC Office for Greenville County in Book WW, at Page 604, and, according to said plat has the following metes and bounds, to wit:

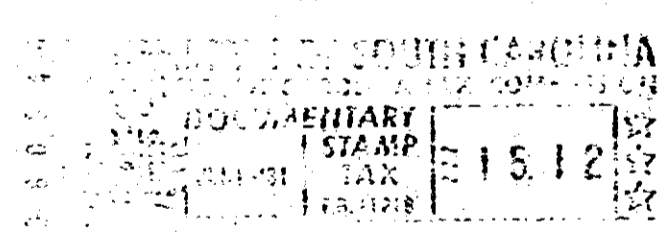
BEGINNING at the corner of Lot No. D on Earle Street and running thence with the line of Lot D, N. 5 1/2 E. 200 feet to a stake; thence with the line of land now or formerly of Stone Land Company, N. 84 1/2 W. 54 1/3 feet to a stake, corner of Lot N. B; thence with the line of Lot No. B, S. 5 1/2 W. 200 feet to a stake on the north side of Earle Street; thence with the north side of Earle Street, S. 84 1/2 E. 54 1/3 feet to the beginning corner.

ALSO: ALL that certain piece, parcel or lot of land being known and designated as a portion of Lot No. B, according to said plat above and being adjacent to that lot described above and being more fully described as follows:

BEGINNING at an iron pin at the joint corner of Lots Nos. B and C on said map and running thence with the joint line of said lots, N. 5 1/2 E. 200 feet to a stake on the line of land now or formerly of Stone Land Company; thence with the said line N. 84 1/2 W. 8 feet 8 inches to a stake; thence S. 5 1/2 W. 200 feet to a stake on the north side of West Earle Street; thence with said street as the line, S. 84 1/2 E. 8 feet 8 inches to the beginning corner.

Being the identical property conveyed to the Mortgagors by deed of Louise L. Fore [formerly Louise L. Johnson] of instant date to be recorded herewith.

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which has the address of 206 W. Earle Street, Greenville, South Carolina 29609 (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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