300x 1331 PAGE 355

MORTGAGE

Book 12- X Page 124

THIS MORTGAGE is made this 23rd day of December 1974 between the Mortgagor, W. M. PEACE

and the Mortgagee, Home Building and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of Twenty Three Thousand and No/100 (\$23,000.00) Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 36 months from date, Interest to be paid monthly.

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 Pickens, State of South Carolina:

ALL that certain piece, parcel or tract of land lying and being situate in the State of South Carolina, County of Pickens, about 3.5 miles south of the Town of Pickens, and containing 26.5 acres, more or less, and being bounded on the south by property of Tatum and Whitlock (Rices Creek intervening); bounded on the west by Gantt; bounded on the north by paved road; and bounded on the east by Esuary, and being more fully described according to plat prepared by T. Craig Keith, Surveyor, dated July 18, 1962, reference to which is hereby made for a more complete and accurate description, and being thereon more fully described as follows, to-wit:

BEGINNING at point in center of paved road, the northernmost corner of this tract; running thence along line of lands of Esuary S23-30E 1293.6 feet to a point in center of branch; thence with center of branch S80W 438.9 feet; thence with the center of Rice's Creek as follows: N65W 182.8 feet; S81-30W 221.7 feet; Due West 537.2 feet; N82W 506.9 feet; thence leaving creek and running along line of Gantt as follows: N50E 60.5 feet; N80-30E to point; N6-30E 524.6 feet; N52W 32 feet to point in intersection of roads; thence with the center of paved road as follows: N81E 135.9 feet; N57E 433.6 feet; N60E 528 feet to the BEGINNING corner.

This being a first mortgage over the above-described 26.5 acres.

ALSO: All that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, and in Ward 2 of the City of Greenville on the East side of Manly Street and being known and designated as a portion of Lot No. 6, Block 6 and a portion of Lot No. 4, Block 6 of Boyce Addition, according to a plat recorded in Plat Book A at page 90, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Manly Street 62 feet and 1 inch South from an alley corner of Lot No. 4; running thence N64E 155 feet to a stake; thence S15½E 55 feet 10 inches to an iron pin; thence S76-40W 155 feet 5 inches to an iron pin on Manly Street; thence with Manly Street N15½W 62 feet 1 inch to the point of BEGINNING. This is the identical property conveyed to W. M. Peace by deed of Serafino Lancianese by deed dated April 15, 1963, and recorded in Book of Deeds 720 at page 395 in the RMC office for Greenville County, South Carolina.

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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

SOUTH CAROLINA-FHLMC-1/72-1 to 4 family

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