

MORTGAGE

1443 PAGE 500

1479 PAGE 874

THIS MORTGAGE is made this Seventh day of November 1978 between the Mortgagor, Charles R. Dyer and Wanda W. Dyer (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 Fifty Four Thousand One Hundred Fifty and no/100 (\$54,150.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 7, 1978 (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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, being known and designated as Lot No. 130, on a plat of Pine Brook Forest Subdivision according to a plat prepared by Charles K. Dunn, Surveyor, said plat being recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 4X at Pages 48 and 49.

BEGINNING at an iron pin on a branch and running thence N. 84-00 W. 1,105.5 feet to an iron pin; thence S. 39-45 W. 1,762.2 feet to a stone; thence S. 35-15 E. 1,026.3 feet to a stone; thence N. 88-30 E. 462 feet to an iron pin; thence N. 73-30 E. 2,046 feet to a stake on branch; thence up the branch as the line to the point of BEGINNING.

This conveyance is made subject to all recorded easements, rights of way and set back lines and also subject to recorded restrictions in said R. M. C. Office in Deed Book 977 at Page 767.

This being the same property conveyed unto the Grantor herein by Rosamond Enterprises in the R. M. C. Office for Greenville County, South Carolina, on November 8, 1978, in Deed Book 1091 at Page 451, said Deed being dated at Page Nov. 7, 1978, and being recorded in Deed Volume 1091 at Page 451.

which has the address of Lot 130, Pinebrook Forest S/D, Mauldin, South Carolina 29662 (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 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.

GCTO 29678 107

0874

4328 RV-2