GFF14 F 30. S. G.

3 23 PH '80 .Anke**MORTGAGE** R.M.C

day of ___March <u>7th</u> THIS MORTGAGE is made this _ 1980, between the Mortgagor, William R. Jolly and Peggie J. Jolly _____, (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 Thirty-one Thousand Six Hundred Sixty-two & 59/1006366259 Dollars, which indebtedness is evidenced by Borrower's March 7, 1980 , (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2006

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 Greenville , State of South Carolina: in the County of _

ALL that certain piece, parcel, or lot of land, situate, lying and being on the western side of Butler Springs Road, Greenville County, South Carolina, being shown and designated as Lot 144 on a Plat of HERITAGE HILLS recorded in the RMC Office for Greenville County in Plat Book YY, at Page 187, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Butler Springs Road at the joint corner of Lots 143 and 144 and running thence with the common line of said Lots, N75-30W, 110 feet to an iron pin; thence with the common line of Lots 144 and 145, S23-41W, 169 feet to an iron pin on the northern side of Old Spartanburg Road; thence with said Road, S73-21E, 115 feet to an iron pin at the intersection of Old Spartanburg Road and Butler Springs Road; thence with curvature of said intersection, the chord of which is N60-04E, 34.4 feet to an iron pin; thence with the western sid3 of Butler Springs Road, N13-30E, 148.8 feet to an iron pin, the point of beginning.

This is that property conveyed to mortgagor by deed of Jackie W. Rogers dated and filed concurrently herewith.

which has the address of 501 Butler Springs Road,

(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.

SOUTH CAROLINA - 1 to 4 Family = 6.75 = FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Park 24)

- A - C - C - S - J

TO THE CONTRACT OF THE PARTY OF