Service Control

٦٥

_RSLEY

MORTGAGE

June 24th THIS MORTGAGE is made this _ day of 19 80, between the Mortgagor, James F. Gilbert and Jean G. Gilbert _, (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 Forty Thousand and no/100---- Dollars, which indebtedness is evidenced by Borrower's note dated June 24, 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 March 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 in the County of ___Greenville __, State of South Carolina:

All those certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, being shown and designated as Lots numbered 4, 5 and 6 according to a plat of the property of Baxter P. and Ellie Freeman, being known as Lot No. 1 prepared by H. S. Brockman dated April 30, 1952 and being more recently shown on plat of the Property of James F. Gilbert and Jean G. Gilbert prepared by Jones Engineering Service dated February 26, 1980 and updated June 18, 1980, recorded in the RMC Office for Greenville County in Plat Book &- B at Page &9.

This is the same property conveyed to mortgagors herein by deed of Sara B. Griffin dated July 3, 1979 recorded in the RMC Office for Greenville County in Volume 1108 of Real Estate Mortgages at Page 912, on August 8, 1979.

which has the address of Lots 4,5 & 6 Fish Hatchery Road, Greenville

(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.

SOUTH CAROLINA - 1 to 4 Family-6 75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para 24)