20-1524 ma833

## **MORTGAGE**

THIS MORTGAGE is made this..... 18th ...... day of ... November ...... 19..80, between the Mortgagor, Barry S. Wimberley and Margaret H. Wimberley ..... ......(herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ... Sixty. Four .Thousand Nine ..... ... Hundred and NO/100---- (\$64,900.00) -- Dollars, which indebtedness is evidenced by Borrower's note dated... November 18th......(herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on. December 1, 2010 ......

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 certain, piece, parcel or lot of land lying and being in the County of Greenville, State of South Carolina on the southeasterly side of Silver Creek Court being known and designated as Lot No. 282 on Plat entitled 'Map No. One, Section One, Sugar Creek", as recorded in the R.M.C. Office for Greenville County in Plat Book 5D, at page 18, and having according to said plat the following metes and bounds to wit:

BEGINNING at an iron pin on the southesterly side of Silver Creek Court, said pin being the joint front corner of Lots. Nos. 281 and 282, and runnung thence with the common line of said lots S. 58-15 E. 150.5 feet to an iron pin, the joint rear corner of lots 281 and 282; thence N. 23-22-48 E. 73.2 feet to an iron pin; thence N.32-46-18 E. 44.12 feet to an iron pin, joint rear corner of Lots Nos. 282 and 283; thence with the common line of said lots N. 62-48-13 W. 148.64 feet to an iron pin on the southeasterly side of Silver Creek Court; thence with the southeasterly side of Silver Creek Court S. 27-11-47 W. 71.98 feet to an iron pin and continuing with said Court S. 28-39-34-W. 33.01 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by deed of Steven F. Lanzer and Susan M. Lanzer recorded in the R.M.C. Office for Greenville County in Deed Book //37, page 46/ on the 18th day of November, 1980.

which has the address of ... 105 Silver Creek Court, Greer, South Carolina [City] [Street]

.....(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/EHLMC UNIFORM INSTRUMENT

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[State and Zip Code]

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