12. S. C. 14. 13 Mu 182 14. 13 RSLEY

## **MORTGAGE**

THIS MORTGAGE is made this 9.82, between the Mortgagor,	12th vid F. Smit	day o	of <u>Apri</u> ra Smiti	<u>il</u> h	
Savings and Loan Association, a corport America, whose address is 301 Coll	, (herein  "B oration organize	orrower"),   and d and existing un	the Morte der the law	gagee,    First vs of the Unite	ed States

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-two Thousand Five Hundred and no/100-----Dollars, which indebtedness is evidenced by Borrower's note dated April 12, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, ...2009......;

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 \_\_\_\_\_\_\_\_, State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being on the eastern side of Shetland Way in Greenville County, South Carolina being known and designated as the major portion of lot no. 28 as shown on a plat of River Downs made by Piedmont Engineers, Architects and Planners dated July 17, 1974, recorded in Plat Book 4-R at Page 75 and having according to a more recent survey thereof entitled PROPERTY OF ALAIN G. Labelle AND Helga R. Labelle made by Freeland & Associates dated October 8, 1979 recorded in Plat Book 7-Q at Page 16, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Shetland Way at the joint front corner of lots nos. 28 and 29 and running thence along the common line of said lots, S. 69-00 E. 320 feet to an iron pin; thence S. 15-47 W. 208.62 feet to an iron pin at the rear corner of lots nos. 27 and 28; thence along the common line of said lots, N. 51-00 W. 278.53 feet to an iron pin; thence N. 20-14 E. 7.1 feet to an iron pin; thence N. 54-30 W. 48 feet to an iron pin; thence N. 56-29 W. 39.5 feet to an iron pin on the eastern side of Shetland Way; thence along the eastern side of Shetland Way, N. 31-03 E 63.0 feet to an iron pin and N. 21-01 E. 32.0 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to David F. Smith and Barbara Smith by deed of Alain G. LaBelle and Helga R. LaBelle to be recorded herewith.

STATE OF SCHITTH CAROLINA
TO SOUTH CHOUSE TAX COMMISSION
STAMP STAMP 2 1100 FT

...... ilus the address of 104 Shetland Way

Greer

(City)

ง s. c. 29651

\_(herein "Property Address");

(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 Para. 24)

Was to The Street