## **MORTGAGE**

THIS MORTGAGE is made this 26th day of October

19\_84 \_\_, between the Nortgagor, 12. Joseph Martin Price and Brenda Margaret Price

(herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is P. O. Box 408, 301 College St., Greenville, South Carolina 29602 (herein "Lender").

WHEREAS Borrower has entered into a Note/Agreement (herein "Note") with Lender dated <u>October 26, 1984</u> under which the Lender agrees to lend to the Borrower up to a total amount outstanding at any point in time of <u>Fifteen Thousands</u> (\$\frac{15,000.00}{00}\) Dollars which indebtedness is payable in monthly installments of principal and interest as provided in the Note.

ALL that certain parcel or lot of land situated in the O'Neal Township, located about four miles North from Greer, S.C., on the Northern side of the Gap Creek Road and being shown on plat of property made for Brenda M. Gibson by Terry T. Dill, Surveyor, dated 11-12-76 and being recorded in deed book 1046 page 787, Greenville County R.M.C. Office and having the following metes and bounds, to-wit:

8EGINNING at a pin in center of Gap Creek Road, corner of property of Darwin H. Gibson, which point is 395 feet southeast from Old Highway No. 14 and running thence N. 41-50 E., 34 feet to pin on the northern side of said road, thence on the same course for a total distance of 191 feet to pin; thence S. 76-25 E., 331.6 feet to old iron pin; thence S. 41-50 W., 348 feet to the center of Gap Creek Road; thence along the center of said road, N. 46-10 W., 275 feet to the beginning forner and containing 1.69 acres, more or less.

DERIVATION: This is the same conveyed to the within mortgagors by Darwin H. Gibson by deed recorded November 24, 1976 in deed book 1046 page 786, Greenville County R.M.C. Office. (Continued)

which has the address of Rt. 2, Gap Creek Rd. Greer,

[Street]

South Carolina 29651 (herein "Property Address"):

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements and/or fixtures now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for such encumbrances, declarations, easements or restrictions of record identified herein or otherwise expressly acknowledged by Lender. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to the aforesaid encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and other charges as provided in the Note and this Mortgage.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender first to late charges due, then to interest payable on the Note, and then to the principal of the Note.

3. Prior Mortgages; Charges; Liens. Borrower shall perform all of Borrower's obligations under any Mortgage or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including within the term "extended coverage", and such other hazards as Lender may require N and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of uloss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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