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MORTGAGE

DONNIE S. TANKERSLEY R.M.C.

THIS MORTGAGE is made this 27th day of October 19... between the Mortgagor, GEORGE F. RUPP AND SARA M. RUPP (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

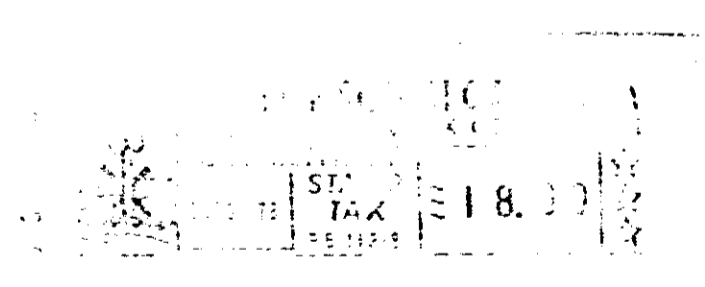
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-FIVE THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 27, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2008;

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: known as Tract No. 1, containing 7.115 acres gross and 6.958 acres excluding road rights of ways and being more fully described on a plat entitled "Plat of Three Tracts of Land surveyed at the request of J. W. Terry" dated October 12, 1976, which plat is recorded in the RMC Office for Greenville County in Plat Book 5Y, page 6, surveyed by Morgan and Applewhite Engineering Associates, which plat shows the following metes and bounds to-wit:

BEGINNING at an old nail and bottle top and new railroad spike in the center of Road, S23-154 which leads from Fairview to Fork Shoals and running thence N. 0-43 W., 923.1 feet to an old iron pin; thence S. 82-37 E., 368.9 feet to an iron pin at the joint rear corners of Tracts 1 and 2; thence along the common boundaries, S. 1-02 W., 838.65 feet to an iron pin in the center of the aforementioned road; thence along the center of said road, S. 85-02 W., 50 feet to an iron pin; thence S. 84-14 W., 200 feet to an iron pin; thence S. 82-01 W., 91.3 feet to the point of beginning.

This is the identical property conveyed to the mortgagors by deed of J. W. Terry and Ida C. Terry, recorded in the RMC Office for Greenville County in deed book 1074 at page 922; said deed recorded March 7, 1978.

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which has the address of [Street] [City] (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.

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