

STATE OF SOUTH CAROLINA
RECORDS & DEEDS
DOCUMENTARY TAX
NOV 17 1978
\$ 28.00
P.B. 11219

MORTGAGE

THIS MORTGAGE is made this 15th day of November, 1978, between the Mortgagor, John W. Hoemann and Sharon L. Hoemann, (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 Seventy Thousand and NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 15, 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 December 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:

All those pieces, parcels or lots of land situate, lying and being at the intersection of Riverside Drive and Brookside Way in the City of Greenville, State of South Carolina, being known and designated as Lot Nos. 53, 54, and 55 and a portion of Lot No. 52 as shown on a Plat of Marshall Forest, prepared by Freeland & Asso., Engineers, dated Nov. 14, 1978, recorded in the R.M.C. Office for Greenville County South Carolina, in Plat Book 6X at page 31, and having in the aggregate, according to said plat the following metes and bounds to wit:

BEGINNING at an iron pin on the southwestern side of Riverside Drive, running thence S. 47-30 W. 222.1 feet to an iron pin on the northeastern side of a 10 foot strip reserved for utilities; thence with the northeastern side of said 10 foot strip, S. 54-10 E. 80.5 feet to an iron pin on the northern side of Brookside Way; thence with the northern side of Brookside Way N. 67-13 E. 69.5 feet to an iron pin; thence continuing with the northern side of Brookside Way, N. 63-42 E. 79 feet to an iron pin; thence with the curve of the intersection of Brookside Way and Riverside Drive, the chord of which is N.21-20 E. 45.9 feet to an iron pin; thence continuing with said curve, the chord of which is N. 16-48 W. 39.9 feet to an iron pin on the southwestern side of said Drive; thence with the southwestern side of Riverside Drive, N.32-09 W. 49.1 feet to an iron pin on the southwestern side of Riverside Drive; thence continuing with the southwestern side of Riverside Drive N. 50-33 W. 20 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Conyers N. Ross recorded in the R.M.C. Office for Greenville County in Deed Book 1092, Page 210, on November, 1978.

which has the address of 356 Riverside Drive Greenville, South Carolina 29605 (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.

OCTO 1978

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