

GREENVILLE
OCT 11 1978

BOOK 1452 PAGE 533

MORTGAGE

THIS MORTGAGE is made this 8th day of December, 1978, between the Mortgagor, William M. & Rebecca F. Mize, (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 Forty four thousand one hundred fifty & 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 8, 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 1st January, 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 Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 23, GOVERNOR'S SQUARE, southern side of Devenger Road as shown on a plat of GOVERNOR'S SQUARE prepared by W. R. Williams, Jr., Engineer/Surveyor, dated October 17, 1978, recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 8 and on a more recent plat, made by Dalton & Neves Company, Engineers, dated December, 1978, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Devenger Road at the joint front corner of Lots 23 and 24, running thence with the joint line of said lots, S. 19-55 W., 171.1 feet to an iron pin at the joint rear of said lots; thence running N. 58-24 W., 100 feet to an iron pin at the joint rear of Lots 22 and 23; thence running with the joint line of said lots, N. 21-05 E., 158.4 feet to the joint front corner of Lots 22 and 23; thence running with the southern side of Devenger Road, S. 65-36 E., 95 feet to an iron pin, the point and place of beginning.

This being the same property conveyed to Mortgagor by deed of Dee Smith Company, Inc., dated December 8, 1978, recorded in the RMC Office for Greenville County, S.C. in Deed Book 1093 at Page 513.

STATE OF SOUTH CAROLINA
DOCUMENTARY
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which has the address of Route 4 Greer, 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 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 seized 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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