

1979 VOL 140 PAGE 411

MORTGAGE

WISLEY

THIS MORTGAGE is made this 31st day of August, 1979, between the Mortgagor, WILLIAM F. PAINE (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-SIX THOUSAND FOUR HUNDRED Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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 Greenville, State of South Carolina:

ALL that certain piece, parcel, or lot of land, situate, lying and being in Greenville County, South Carolina, being shown and designated as Lot 9 on a Plat of MARSHALL COURT, recorded in the RMC Office for Greenville County in Plat Book T, at Page 261, and having, according to a more recent survey by Freeland & Associates, dated August 30, 1979, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Marshall Court, joint front corner of lots 9 and 10, and running thence with the common line of said Lots, N 64-46 E, 170.6 feet to an iron pin; thence with the rear line of Lot 9, S 25-46 E, 90.1 feet to an iron pin, joint rear corner of Lots 8 and 9; thence with the common line of said Lots, S 64-46 W, 180.8 feet to an iron pin on the eastern side of Marshall Court; thence with said Court, N 25-14 W, 90.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Margaret N. Major, dated August 31, 1979, to be recorded simultaneously herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY
RECORDED

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which has the address of 9 Marshall Court, Greenville, S. C. 29605,
[Street] [City]
[State and Zip Code] (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.

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