

FILED
S.C.
OCT 17 1979
KERSLEY

MORTGAGE

BOOK 1484 PAGE 619

THIS MORTGAGE is made this 16th day of October 1979, between the Mortgagor, GARY L. WHITLEY and RUTH S. WHITLEY (herein "Borrower"), and the Mortgagee, CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of South Carolina whose address is P.O. Box 10148, Greenville, S.C. 29603 (herein "Lender").

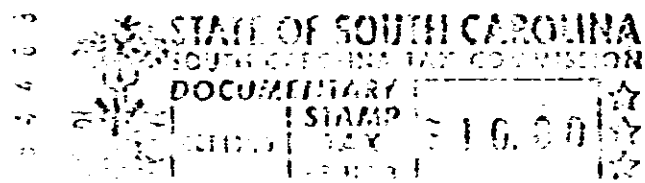
WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY FIVE THOUSAND and No./100-----(\$25,000.00)----- Dollars, which indebtedness is evidenced by Borrower's note dated October 16, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2010

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 piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the northern edge of Buckingham Way, being shown and designated as Lot No. 31 on a plat entitled WINDSOR OAKS-SECTION NO. 2, dated February 22, 1979, by Kermit T. Gould, Surveyor, and recorded in Greenville County Plat Book 7-C at Page 13, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern edge of Buckingham Way, at the joint front corner with Lot 30, and running thence with the joint line with said lot, N. 3-32-30 W. 126.48 feet to a point on the joint line with Lot 46; thence with the joint line with Lot 46, N. 75-11-00 E. 109 feet to a point at the joint rear corner with Lot 32; thence with the joint line with Lot 32, S. 14-49-00 E. 124.04 feet to a point on the northern edge of Buckingham Way; thence with the northern edge of Buckingham Way, S. 75-11-00 W. 133.73 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Windsor Group, Inc., dated October 16, 1979, and recorded simultaneously herewith.



which has the address of Lot 31, Buckingham Way, Taylors, S. C. 29687 (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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