

GREENVILLE CO. S. C.
NOV 21 3 33 PM '79
DONNIE S. TAMMERSLEY
R.M.C.

BOOK 1489 PAGE 42

MORTGAGE

THIS MORTGAGE is made this 21st day of November, 1979, between the Mortgagor, Brian Cash and Mary Schimmel Cash, (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 Fifty-One Thousand Three Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 21, 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 December 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 piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being on the southwestern side of Pinckney Street, in the City of Greenville, being shown and designated as the eastern portion of Lot No. 18 and the western portion of Lot No. 16, on a plat of the W. P. MCBEE ESTATE SUB-DIVISION, made by J. N. Southern, Surveyor, dated May 16, 1902, recorded in the RMC Office for Greenville County, S. C. in Plat Book A, Page 83, and having according to a more recent plat thereof, made by Freeland & Associates, Surveyors, dated November 15, 1979, entitled "W.P. MCBEE ESTATE, PROPERTY OF BRIAN CASH AND MARY SCHIMMEL CASH" recorded in the RMC Office for Greenville County, S. C. in Plat Book 7-5 at Page 29, the following metes and bounds, to wit:

BEGINNING at a point on the southwestern side of Pinckney Street in the line of Lot 16, said iron pin being located S. 50-30 E. 20 feet from the old common front corner of Lots Nos. 16 and 18 and running thence from said beginning point, a line through Lot No. 16, S. 39-30 W. 128.85 feet to a point on an alley; thence along the northern side of said alley, N. 51-39 W. 50 feet to an iron pin on the line of Lot No. 18; thence a line through Lot No. 18 (being the northwesternmost boundary line of property conveyed by J. L. Anderson to Alice J. Gunn, in deed Book 20 at Page 376), N. 39-30 E. 130 feet to a point on Pinckney Street; thence along the southwestern side of Pinckney Street, S. 50-30 E. 50 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of M. Franklin Holcombe, Jr. and Joan P. Holcombe of even date to be recorded herewith.

STATE OF SOUTH CAROLINA
RECORDS AND DEEDS TAX COMMISSION
DOCUMENTARY STAMP
\$ 20.50
NOV 21 1979

GCTC --- 1 NO21 79 045 4.0001

which has the address of 27 Pinckney Street, Greenville, S. C. 29601,
(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 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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