

FILED
S. C.
MAY 14 1980
SPENCER SLEY

MORTGAGE

BOOK 1503 PAGE 268

THIS MORTGAGE is made this 16th day of May 1980, between the Mortgagor, Helen L. Smith and William H. Smith (herein "Borrower"), and the Mortgagee, PALMETTO SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 305 West Main Street, Laurens, S. C. 29360 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Nine Thousand, Six Hundred and no/100 (\$109,600) Dollars, which indebtedness is evidenced by Borrower's note dated May 16, 1980 (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, 1996

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 tract of land, lying, being and situate in the City of Mauldin, fronting on Old Laurens Road, consisting of one acre (1) as shown on a plat thereof by John A. Simmons, RLS, dated March 9, 1976, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an I.P. at the right-of-way line for Old Laurens Road and running thence along the right-of-way line for Old Laurens Road N 45-00 W, 160 feet to an I.P.; thence turning and running N 53-13 E, 284 feet to an I.P. along the right-of-way for U. S. Highway No. 276; thence turning and running along the right-of-way S 32-48 E, 168 feet to an I.P.; thence turning and running S 55-20 W, 249.76 feet to the point of beginning.

This is the identical property conveyed to mortgagors herein by deed of Mauldin Properties, a partnership, dated March 24, 1976 and recorded in the R.M.C. Office for Greenville County in Deed Book 1033 at Page 894.

RECEIVED BY THE CLERK OF THE COURT
OFFICE OF THE CLERK OF THE COURT
GREENVILLE, SOUTH CAROLINA
DOCUMENTARY
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which has the address of 225 Old Laurens Road Mauldin
[Street] [City]
S. C. 29662 (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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