

FILED
GREENVILLE CO. S. C.
AUG 18 4 43 PM '80
DONNIE TANKERSLEY
R.M.C.

BOOK 1511 PAGE 571

MORTGAGE

THIS MORTGAGE is made this 18th day of August, 1980, between the Mortgagor, Barry J. Sims and Roberta L. Sims, (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 Four Thousand and 00/100 (\$54,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 18, 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 September 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 certain piece, parcel, or lot of land with the buildings and improvements thereon, lying and being on the easterly side of Woody Creek Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 405 on plat entitled "Map 3, Section 2, Sugar Creek," as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-X at Page 2, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Woody Creek Road, said pin being the joint front corner of Lots 404 and 405 and running thence with the common line of said lots S. 88-18 E., 139.21 feet to an iron pin, the joint rear corner of Lots 404 and 405; thence N. 0-02 E., 145.09 feet to an iron pin, the joint rear corner of Lots 405 and 406; thence with the common line of said lots S. 63-38-02 W., 145.44 feet to an iron pin on the easterly side of Woody Creek Road; thence with the easterly side of Woody Creek Road on a curve, the chord of which is S. 2-47-30 E., 39.99 feet to an iron pin; thence continuing with Woody Creek Road on a curve, the chord of which is S. 16-34-46 W., 38 feet to an iron pin, the point of beginning.

This property is conveyed subject to all restrictions, setback lines, roadways, easements, and rights-of-way, if any, appearing of record, on the premises or on the recorded plat, which affect the property hereinabove described.

This is the identical piece of property conveyed to the Mortgagor herein by deed of Cothran and Darby Builders, Inc. of same date.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY TAX STAMP
21.60

which has the address of 208 Woody Creek Road, Greer,
(Street) (City)
South Carolina 29651 (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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