

OFFICE OF THE REGISTER OF DEEDS  
S. C.

1980-12-12

1980

# MORTGAGE

THIS MORTGAGE is made this 12th day of December, 1980, between the Mortgagor, Ralph Eugene Mitchell and Cathryn Elizabeth Mitchell, (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 Sixteen Thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated December 12, 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 January 1, 2006;

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 the County of Greenville, State of South Carolina, being known and designated as Lot 77 of Groveland Dell Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 2 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and reights-of-way appearing on the property and/or of record.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Richard L. Gfeller, Jr. and Deborah M. Gfeller as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1138, Page 908, on December 15, 1980.

which has the address of Lot 77 Tumbleweed Terrace Taylors  
(Street) (City)  
South Carolina 29687 (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.

11  
R  
5  
5  
0

4328 RV-2