

S. C.  
NOV 26 PM '80  
WINSLEY

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1537-1113

### MORTGAGE

THIS MORTGAGE is made this 26th day of November, 1980, between the Mortgagor, Winfred S. Greene and Agnes Jeanine Greene

(herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, ~~whose address is 907 North Main Street, Anderson, South Carolina~~ (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Four Thousand and No/100 (\$64,000.00) dollars, which indebtedness is evidenced by Borrower's note dated November 26, 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, 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 County of Greenville, South Carolina, being known and designated as Lot No. 41 on plat of Kingsgate as recorded in the RMC Office for Greenville County, S. C. in Plat Book WW, Page 44, situate on the Northerly side of Kenilworth Drive, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northerly side of Kenilworth Drive, said pin being the joint front corner of Lots 40 and 41 and running thence with the common line of said lots, N. 16-52 W. 196.5 feet to an iron pin, joint rear corner of Lots 40 and 41; thence N. 62-57 E. 126.2 feet to an iron pin, the joint rear corner of Lots 41 and 42; thence with the common line of said lots, S. 16-52 E. 203.7 feet to an iron pin on the northerly side of Kenilworth Drive; thence with the northerly side of Kenilworth Drive S. 66-12 W. 125 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Steven James Whitmer and Jeanne A. Whitmer of even date to be recorded herewith.

which has the address of 109 E. Kenilworth Greenville S. C. (herein "Property Address");

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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