

FILED
GREENVILLE CO. S. C.

MORTGAGE

BOOK 1565 PAGE 329

MAR 3 38 PM '82

THIS MORTGAGE is made this 5th day of March 1982, between the Mortgagor, Samuel C. McGee and Mary A. McGee (herein "Borrower"), and the Mortgagee, Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 500 East Washington St., Greenville, S.C. 29601 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 5, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1992

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 State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, on the eastern side of Capers Street and being known and designated as Lot No. 71 of a subdivision known as Crescent Terrace as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book 3, at Page 137, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Capers Street at the corner of Lot No. 70 and running thence along the eastern side of Capers Street, N. 5-41 W. 70 feet to an iron pin at the corner of Lot No. 72; thence along the line of Lot No. 72, N. 84-19 E. 226.8 feet to an iron pin at the rear corner of said lot; thence S. 2-08 E. 70.14 feet to an iron pin at the rear corner of Lot No. 70; thence along the line of Lot No. 70 S. 84-19 W. 222.4 feet to the beginning corner; being the same property the grantor inherited from her husband, H. Fred Kelley, who died testate on November 8, 1963, and whose estate is probated in the Greenville County Probate Court in Apt. 847, File 21.

The above described property is the same conveyed to us by Winifred D. Kelley by deed dated and recorded on February 5, 1979, in Deed Book 1098, Page 533, in the RMC Office for Greenville County.

which has the address of 129 Capers Street Greenville
[Street] [City]
S. C. 29605 (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.

STATE OF SOUTH CAROLINA
RECORDING AND INSTRUMENT COMMISSION
DOCUMENTARY STAMP
MAR 5 1982
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