

SEP 14 12 25 PM '77

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

1409 827
Mail to:
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

THIS MORTGAGE is made this 14th day of September, 1977, between the Mortgagor, David W. Talley and Linda C. Talley (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is #3 Edwards Bldg., 600 N. Main St., Greer, South Carolina (herein "Lender").

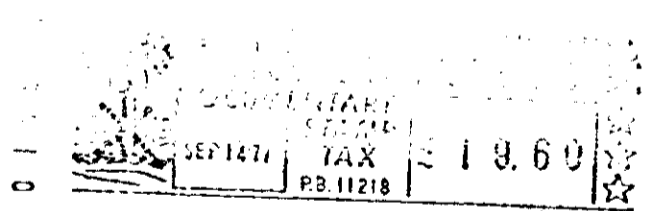
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Nine Thousand Dollars and NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 14, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on first day of November, 2007;

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, with all improvements thereon, containing 17.5 acres, more or less, situated in Greenville County, State of South Carolina, (acreage includes 2.24 acres in Duke Power Right of Way), in O'Neal Township, about 5 miles north of Greer on the northeast side of S. C. Highway No. 135, also known as McElhaneey Road, near Washington Baptist Church, and being shown and designated as "property of M. L. Cox Estate" dated August 1, 1972, prepared by John A. Simmons, surveyor, recorded in Plat Book 4-U page 51, R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of S. C. Highway No. 135 (iron pin back at 40.2 feet) and running along and with the center of S. C. Highway No. 135 S. 29-58 W. 488 feet, S. 31-18 W. 100 feet, S. 36-54 W. 100 feet, S. 41-24 W. 100 feet, S. 42-09 W. 100 feet, S. 45-34 W. 100 feet, S. 51-58 W. 108.1 feet; thence leaving S. C. Highway No. 135 and running thence S. 67-15 E. 27.8 feet to an iron pin; thence S. 77-03 E. 96 feet to a cedar stump; thence N. 40-17 E. 272.5 feet to an iron pin; thence N. 44-23 E. 365 feet to an iron pin; thence N. 49-53 feet to an iron pin; thence W. 983.7 feet to the point of beginning.

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

This is that same property conveyed to mortgagor by deed of Howard Thomason, Jr. and Margaret Thomason to be recorded herewith.



350 A

which has the address of McElhaneey Road Greer,
(Street) (City)
S. C. 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 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.

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