

GREENVILLE

JAN 15 3 28 PM '79

RECORDED

MORTGAGE

THIS MORTGAGE is made this 15th day of January, 1979, between the Mortgagor, Edwin Lee Chesnutt and Ann J. Chesnutt (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 One Hundred Twenty Five thousand and no cents Dollars, which indebtedness is evidenced by Borrower's note dated January 15, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2009.....

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 of that certain piece, parcel or lot of land situate lying and being in Greenville County, South Carolina, known as #1 Petiver Lane and being more particularly designated as lot 151 at the intersection of Chapman Road and Petiver Lane, according to plat entitled, "Property of Edwin Lee Chesnutt and Ann Lanner Chesnutt", by Webb Surveying and Mapping Company, dated January 4, 1979, and recorded in the KMC Office of Greenville County, South Carolina and having according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the east side of Petiver Lane at the joint front corner of lots 151 and 161 and running thence with Petiver Lane N. 28-14 E., 45.0 feet to an iron pin, thence N. 17-20 E., 60.1 feet to an iron pin, thence N. 50-52 E., 55.0 feet to an iron pin, thence N. 87-55 E., 40.9 feet, to an iron pin, joint front corners of lots 151 and 152, thence with the line of lot 152, S. 37-14 E., 185.1 feet to an iron pin, thence S. 45-30 W., 45.7 feet to an iron pin, thence S. 27-18 E., 32.0 feet to an iron pin, thence S. 27-18 W., 7 feet to an iron pin, joint rear corner of lots 151 and 161, thence with line of lot 161, N. 48-11 W., 207.4 feet, to the point of beginning.

This property is subject to legal encumbrances shown on said plat and to restrictive covenants recorded in the KMC Office for Greenville, South Carolina, in vol. 880, page 200.

The Mortgagors address is #1 Petiver Lane, Greenville, South Carolina.

This being the same property conveyed to the Mortgagors herein by deed of Lynn M. Gray, dated January 17, 1979, and recorded in the KMC Office of Greenville County, South Carolina at page 348 of deedbook 1095.

which has the address of 301 College Street, Greenville, South Carolina (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 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.

SOUTH CAROLINA —

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