

Loan #10022

FILED
GENERAL RECORDS S. C.

BOOK 1481 PAGE 487

MORTGAGE

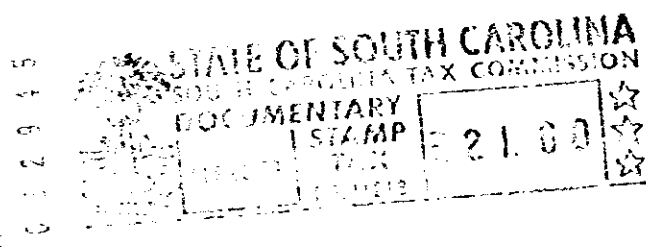
SEP 12 PM '79

JOHN W. BERSLEY
R.M.C.

THIS MORTGAGE is made this 12th day of September 19.79, between the Mortgagor Bobby Lee Cox and Myrtle B. Cox (herein "Borrower"), and the Mortgagee, WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 206 South Main Street, Woodruff, S. C. 29388 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Four Thousand and no/100 (\$54,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 12, 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 September 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 those certain pieces, parcels or lots of land lying, being and situate in the State and County aforesaid, about four miles Northwest of Greer, on the Southeast side of S. C. Highway No. 171 (Rutherford Road), being known and designated as Lots Nos. Four (4) and Five (5), containing 1.92 acres and 2.27 acres, respectively, as shown on plat of Gilreath Estates, Section 3, prepared by C. O. Riddle, Registered Surveyor, dated July 20, 1970, which plat is recorded in the R. M. C. Office for said County in Plat Book 4-N, page 9, and being more recently shown on plat prepared for Bobby Lee Cox by Jones Engineering Service, dated June 26, 1978, which plat has been recorded in said office. This is the same property which was conveyed to mortgagors herein by James C. Derieux by deed recorded in said office on June 12, 1978 in Deed Book 1080, page 903. For a more particular description see the aforesaid plats.



which has the address of Route 7 Greer S. C. 29651 (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.

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