

S. C.  
1979  
SLEY

BOOK 1485 PAGE 35

# MORTGAGE

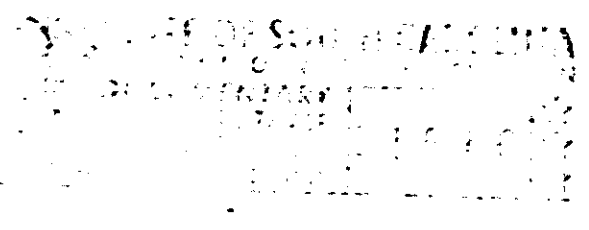
THIS MORTGAGE is made this 19th day of October, 1979, between the Mortgagor, WILLIAM M. SMITH, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-TWO THOUSAND AND NO/100 (\$42,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 19, 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 November 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 that piece, parcel or unit situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit 38 of TRENTWOOD HORIZONTAL PROPERTY REGIME, as is more fully described in Master Deed dated October 16, 1974, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Volume 1008, at pages 527-611, and survey and plot plan recorded in Plat Book 5-H, at page 48, which Master Deed was amended June 2, 1976, and recorded in the RMC Office for Greenville County in Deed Volume 1038, at page 140; said Master Deed was subsequently amended by Second Amendment recorded July 7, 1978, in the RMC Office for Greenville County in Deed Volume 1082, at page 742; said Master Deed was subsequently amended by Third Amendment recorded November 4, 1978, in Deed Volume 1091, at page 223; that the Delarant assigned the above number by document recorded June 28, 1979, in the RMC Office for Greenville County in Deed Volume 1106, at page 6.

This being the same property conveyed to the Mortgagor herein by deed of Nelson & Puman Builders, A Partnership, of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith.



which has the address of Unit 38, Trentwood Condo, Simpsonville, S. C. 29681 (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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