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MORTGAGE

THIS MORTGAGE is made this 24 day of October, 1979, between the Mortgagor, James J. Gallagher and Mary L. Gallagher, (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 Seventy Five Thousand and no/100 (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 24, 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 July 1, 2010

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, being known and designated as Lot No. 1 of a subdivision known as Pebble Creek, Phase IV, Section I, as shown on plat thereof prepared by Freeland & Associates, dated July 18, 1979 and recorded in the R. M. C. Office for Greenville County in Plat Book 7 C, at Page 46, reference to said plat being hereby craved for a more particular description hereof.

This being a portion of the property conveyed to Grantor herein by deed of First Federal Savings and Loan Association of Greenville, recorded in the R. M. C. Office for Greenville County on September 9, 1977, in Deed Book 1064, at Page 509.

This conveyance is made subject to any zoning ordinances, restrictions, setback lines or easements that may appear of record, on the recorded plat(s) or on the premises.

This conveyance is made subject to Restrictive Covenants recorded in the aforesaid public records in Deed Book 1110, at Page 57.

This property is a portion of a Planned Unit Development as evidenced by Grantors PUD Application filed on July 25, 1979 in Deed Book 1107, at Page 652 of the aforesaid public records.

DERIVATION: See deed of PEBBLEPART, LTD., A South Carolina Limited Partnership to James J. Gallagher and Mary L. Gallagher, recorded in the R. M. C. Office for Greenville County September 7, 1979 in vol 1110 at page 995.

which has the address of Ginger Lane, Pebble Creek Taylors, S. C.
29687 (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.

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