

1511-280

FILED
GREENVILLE CO. S. C.

MORTGAGE

THIS MORTGAGE is made this 29th day of August, 1980 between the Mortgagors, Kenneth W. Gurley and Judith A. Gurley, R.M.C. (herein "Borrower"), and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, whose address is 201 North Main Street - Anderson, South Carolina 29621 (herein "Lender").

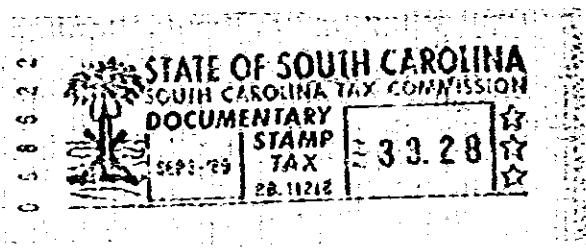
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty three thousand two hundred and 00/100 (\$83,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 29, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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 with the buildings and improvements thereon, lying and being on the southeasterly side of Woody Creek Road, near the City of Greenville, South Carolina, being known and designated as Lot No. 396 on plat entitled "Map 1, Section 2, Sugar Creek," as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C at page 68, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southeasterly side of Woody Creek Road, said pin being the joint front corner of Lots 395 and 396 and running thence with the common line of said lots S. 57-26 E., 140 feet to an iron pin, the joint rear corner of Lots 395 and 396; thence N. 32-34 E., 107 feet to an iron pin, the joint rear corner of Lots 396 and 397; thence with the common line of said lots N. 57-26 W., 140 feet to an iron pin on the southeasterly side of Woody Creek Road; thence with the southeasterly side of Woody Creek Road S. 32-34 W., 107 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by deed of Cothran & Darby Builders, Inc. dated August 22, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1132 at page 544.



which has the address of 118 Woody Creek Road Greer, South Carolina 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.