



### MORTGAGE

THIS MORTGAGE is made this 28th day of October, 1974, between the Mortgagor, Gene A. Acker

(herein "Borrower"), and the Mortgagee, Home Building and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fourteen Thousand & 00/100 (\$14,000.00) Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

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 situate just off the Stanton Bridge Road, containing One (1) acre, more or less, according to survey and plat made by J. Mac Richardson, in March, 1950, It begins at an iron pin at corner of lands of F. J. Boling and W. O. Boling and runs thence along the line of lands of F. J. Boling S 77 W 196.6 feet to corner on easement road hereinafter referred to; thence on the same degree 12.4 feet to iron pin on lands of W. O. Boling; thence N 24-48 W 208 feet to iron pin on W. O. Boling; thence N 77 E 209 feet to pin on W. O. Boling; thence S 24-48 E 208 feet to BEGINNING corner, and being bounded on the North, East and West by lands of W. O. Boling and on the South by F. J. Boling and W. O. Boling. ALSO a right of way or easement of 12 feet in width along the property previously conveyed by W. O. Boling to F. J. Boling and extending in a northerly direction from the Stanton Bridge Road to the lands above described and being approximately 500 feet in length. The purpose of this easement is to enable the grantee and his assigns to gain ingress and egress to the property herein being conveyed and the said right of way or easement is to be used jointly by the owners of all lots here conveyed and by W. O. Boling or his assigns."

This is the identical property conveyed to Gene A. Acker by Evelyn B. Owens by deed dated October 17, 1974, recorded in Book of Deeds at page in the office of the Register of Mesne Conveyance for Greenville County, South Carolina."



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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

#### UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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