

FILED
GREENVILLE CO. S.C.

1421 PAGE 358

MORTGAGE

THIS MORTGAGE is made this 19th day of January, 1978, between the Mortgagor, N. Barton Tuck, Jr.

, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighteen Thousand Seven Hundred Fifty and No/100 (\$18,750.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 19, 1978, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1993

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 lot of land, situate, lying and being in the City of Greenville, Greenville County, South Carolina shown as Lot No. 8 on part of property of W.D. Browning, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book C, Page 44, and according to said plat having the following metes and bounds, to wit:

BEGINNING at an iron pin on the west side of Townes Street at the corner of Lot No. 7 and running thence with Townes Street N. 21-30 E., 61 feet to an iron pin; thence N. 76 W., 140 feet to an iron pin; thence S. 21-30 W. 61 feet to an iron pin; thence S. 76 E., 140 feet to the point of beginning and being identically the same property conveyed to Grantor by Deed recorded in Deed Book 878, at Page 537.

ALSO all of Grantor's right, title and interest, if any, in and to that certain 10-foot alley leading to that certain 14-foot alley which runs between Neal Street and Park Avenue.

This is the same proper conveyed to the Mortgagor by deed of Dot Properties, Inc. dated August 15, 1975 and recorded August 26, 1975 in the R.M.C. for Greenville County, S. C. in Deed Book 1023 at Page 231.

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which has the address of 421 Townes Street, Greenville, South Carolina
(Street) (City)
29601 (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 law fully 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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