

FILED
S.C.
17 55 PM '79
WARRERSLEY

MORTGAGE

THIS MORTGAGE is made this 5th day of October, 19 79, between the Mortgagor, James L. Smith and Pat Ann Barton (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

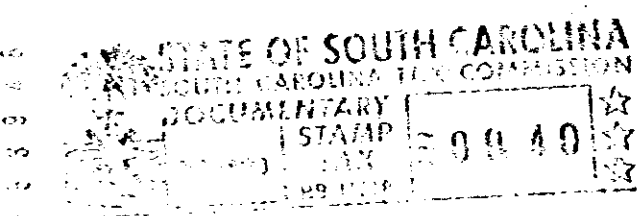
WHEREAS, Borrower is indebted to Lender in the principal sum of -----TWENTY----- THREE THOUSAND FIVE HUNDRED AND NO/100(\$23,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 5, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 1999;

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 located approximately three miles northwest of Greer in the County of Greenville on the southwestern side of S. C. Highway 290, and shown as 0.71 acres on a survey for James L. Smith by Wolfe and Huskey, Inc. dated October 3, 1979, and recorded in Plat Book V-R, page 30, in the R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds:

BEGINNING at an old iron pin on the southern right of way of S. C. Highway 290, which is the northwestern corner of the E. C. Lynn Estate lands, and running thence S. 66-00 E. 160 feet along S. C. Highway 290 right of way to an iron pin; thence S. 33-17 W. 242 feet along the E. C. Lynn Estate property to an iron pin; thence N. 43-06 W. 139 feet along the E. C. Lynn Estate property to an old iron pin; thence N. 26-12 E. 184.9 feet to the beginning point.

This being the same property conveyed to mortgagors by deed of Ben E. Lynn, et al., dated October 5, 1979, to be recorded herewith.



which has the address of Highway 290 North, Greer, (City) South Carolina 29651 (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 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.

0531

4328 RV-2