

PLEASE MAIL

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DOWNS STANKERSLEY
R.M.C.
S. C. MORTGAGE

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THIS MORTGAGE is made this 3rd day of December, 1979, between the Mortgagor, CHARLES HAMPTON SMITH

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, 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 Seven Thousand, Nine Hundred Fifty One and 80/100ths Dollars, which indebtedness is evidenced by Borrower's note dated December 3, 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 December 1, 1984;

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 lot of land in the State of South Carolina, County of Greenville, near S. C. Highway No. 8 and Hollands Ford Road, containing 0.13 acres, more or less, according to a plat for Charles H. Smith, by Carolina Surveying Co., dated October 10, 1972 and having according to said plat, the following metes and bounds to-wit:

BEINGNING at an iron pin in the right-of-way for S. C. Highway No. 8 and thence with the right-of-way of S. C. Highway No. 8, S. 82-36 E. 50 feet to an iron pin; thence with line of property of Amy Grace B. White, S. 38-52 W. 137.1 feet to an iron pin in the line of property conveyed to the Mortgagor by deed of Polina Jordan; thence with the line of said property conveyed to the Mortgagor by deed of Polina Jordan, N. 66-57 W. 50 feet to an iron pin in the line of property of Pelzer Mfg. Co.; thence with the line of property of Pelzer Mfg. Co., N. 41-23 E. 124.8 feet to the point of beginning.

ALSO all that certain piece, parcel or tract of land in said state and county, near S. C. Highway No. 8 and Hollands Ford Road, containing 3.31 acres, more or less, according to a plat for Charles H. Smith, by Carolina Surveying Co., dated October 10, 1972 and having the following metes and bounds to wit:

BEGINNING at an iron pin, said pin being located S. 41-23 W. 124.8 feet from S. C. Highway No. 8 and being joint corner of this property and property now or formerly of Amy Grace B. White (shown on said plat as property of Beam Estate); thence with the property formerly of the Beam Estate, S. 66-57 E. 314 feet to an iron pin; thence with the line of property of Polina Jordan, S. 16-25 W. 439.9 feet to an iron pin, joint corner of property herein conveyed and property of Polina Jordan; thence with the line of property of Pelzer Mfg. Co., N. 50-15 W. 483.9 feet to a concrete monument; thence continuing with the line of property of Pelzer Mfg. Co., N. 41-23 E. 313.8 feet to the point of beginning.

THE above described lots are the same conveyed to the Mortgagor by deed of which has the address of Route 2, Pelzer, S. C. (CONTINUED)

[Street] [City] (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.

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