

GREENVILLE, S.C.
FILED
NOV 26 1984
DONNIE B. TAYLOR
R.I.C. 1673 PAGE 323

VOL 1691 PAGE 195

[Space Above This Line For Recording Data]

MORTGAGE

No. 78042142

THIS MORTGAGE ("Security Instrument") is given on the 6th day of July 19. 84. The mortgagor is Kay O. Spivey ("Borrower"). This Security Instrument is given to C & S Real Estate Services, Inc. which is organized and existing under the laws of South Carolina, and whose address is 5900 Coxe Ave., P.O. Box 10636, Charleston, SC, 29411 ("Lender"). Borrower owes Lender the principal sum of One Hundred Eighty Thousand & no/100 Dollars (U.S. \$ 180,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2014. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Greenville County, South Carolina:

ALL that piece, parcel or lot of land in the State of South Carolina, County of Greenville, City of Greenville, being known and designated as Lot No. 3 as shown on plat of property of Southland Co., a partnership, dated April 25, 1978, prepared by C. O. Riddle, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Southland Avenue, at the joint front corners of Lots Nos. 3 and 4, and running thence with Southland Avenue, S. 25-50 E., 60 feet to an iron pin at the joint front corners of Lots Nos. 1 and 2; thence S. 64-10 W., 197.51 feet to an iron pin at the joint rear corners of Lots Nos. 2 and 3; thence with property now or formerly of McDaniel Heights Apartment Corp., N. 26-29 W., 60 feet to an iron pin at the joint rear corners of Lots Nos. 3 and 4; thence N. 64-10 E., 198.2 feet to an iron pin, the point of beginning.

This being the identical property conveyed to the Mortgagor herein by deed of Louis F. and Vicki M. Snedigar dated May 11, 1984, recorded in Book 1212, page 521, RMC Office for Greenville County.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

which has the address of 28 Southland Avenue Greenville
[Street] [City]
South Carolina 29601 ("Property Address")
[Zip Code]

TO HAVE AND TO HOLD such property 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

600 3 11A01

4328 RWZ