

# MORTGAGE

1005-118

THIS MORTGAGE is made this 19th day of March, 1975, between the Mortgagor, s, Richard A. Lackey and Janet S. Lackey (herein "Borrower"), and the Mortgagee, The Lomas & Nettleton Company, a corporation organized and existing under the laws of State of Connecticut, whose address is 175 Orange Street, New Haven Connecticut (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-one Thousand Five Hundred Fifty and no/100---- 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 April 1, 2005;

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, with improvements thereon, situate, lying and being in the City of Simpsonville, County of Greenville, State of South Carolina. The same being shown as Lot No. 214 on Plat of Section No. Four, POINSETTIA Subdivision, by Piedmont Engineers & Architects, dated June 18, 1971, and recorded in the office of the RMC for Greenville County, in Plat Book 4-N at page 24. The said property being more particularly shown and described on a plat of said property prepared for Richard A. Lackey and Janet S. Lackey, dated March 14, 1975, and having the following boundaries and measurements:

Said lot fronts 140 feet on the Southeasterly edge of Gatewood Avenue, with a depth of 175 feet on one side along Lot No. 215, and a depth of 171.7 feet on the other side along Lot 213, and being 100 feet across the rear.



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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