

FILED
GREENVILLE, CO. S. C.

AUG 4 8 57 AM '76

DONNIE S. TANKERSLEY
R.H.C.

BOOK 1374 PAGE 475

Mail to:
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 3rd day of August 1976, between the Mortgagor, Gary W. And Wilda W. Southern (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is #3 Edwards Bldg., 600 N. Main St., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-nine thousand five hundred & no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 3rd 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on First, September, 2006

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: and shown and designated as all of Lot No. 9 on plat of Farmette Heights, near Travelers Rest, made by Carolina Eng. and Surv. Co., dated Dec. 1944, and recorded in Plat Book KKK at page 17, in the RMC Office for said County and State, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Farmington Trail at the joint front corner Lots Nos. 10 and 9, and running thence with Farmington Trail S. 24-56 E. 450.0 feet to Lot No. 8; thence with line of Lot No. 8, S. 65-04 W. 400.0 feet to joint rear corner of Lots Nos. 8 and 9; thence with rear line of Lot No. 9, N. 24-35 W. 70.0 feet to an old iron pin; thence N. 24-56 W. 171.4 feet to an old iron pin; thence N. 23-24 W. 209.0 feet to Lot No. 10; thence with line of Lot No. 10 N. 65-07 E. 394.0 feet to point of beginning, and containing 4.1 acres, more or less.

This property is subject to restrictive covenants, restrictions, rights of way, roadways, set back lines, limitations and zoning ordinances of record, on the recorded plat or on the premises.

This is that same property conveyed to mortgagors by deed of Farris A. Jones and Pauline B. Jones, to be recorded on the 4th day of August, 1976, in RMC Office in Deed Book 1040 page 680.



which has the address of Route 3, Farminton Trail, Travelers Rest, S. C. 29690 (herein "Property Address");

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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