

GREENVILLE, S. C.

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L. NINE S. TARRANTLEY

MORTGAGE

Mail to: 1302 400906
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

THIS MORTGAGE is made this 29th day of March 1977, between the Mortgagor, James Richard Hayes and Myra A. Hayes (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 Eight Thousand Five Hundred and no/100 (\$8,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 29, 1977 (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, 1997;

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: Chick Springs Township, City of Greer, located at corner of Buncombe Street and Pine Street and being known and designated as Lot #16 on a plat of N. M. Cannon Property prepared by H. S. Brockman, R.L.S. dated January 1924 and being duly recorded in Plat Book F at page 199 in the R.M.C. Office for Greenville County and according to said plat having the following metes and bounds, to-wit:

BEGINNING at the intersection of Buncombe Street and Pine Street and running thence along Pine Street S. 13 E. 150 feet, thence N. 77 E. 61 feet, thence N. 13 W. 150 feet to the joint front corner of Lots #16 and #17, thence along Buncombe Street S. 77 W. 61 feet to the beginning corner.

This property is subject to street right of ways, restrictions, zoning ordinances, set back lines, easements, and right of ways of record or on the premises, if any.

This is the identical property conveyed to James Richard Hayes and Myra A. Hayes by deed of Grover L. Jones on March 29, 1977 and duly recorded on March 30, 1977 in deed book 1053 at page 663 in the R.M.C. Office for Greenville County.

DOCUMENTARY STAMP TAX \$ 03.40

which has the address of 215 Buncombe Street Greer (Street) (City) S. C. 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.

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