

FILED
GREENVILLE CO. S. C.

APR 29 2 52 PM '77

EDWIN S. TANKERSLEY
R.F.C.

MORTGAGE

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THIS MORTGAGE is made this 29th day of April, 1977, between the Mortgagor, Charles F. Sims, Jr. and Lewis C. Barker, Jr. (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-eight Thousand Seven Hundred Fifty and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 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 May 1, 2002.

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 situate, lying and being in the Town of Mauldin, Greenville County, South Carolina, being known and designated as Lot 5 on a plat of Oaktree Plaza and having, according to a plat of said lot, the following metes and bounds:

BEGINNING at a point on the southwestern edge of Winchester Court at the joint corner of Lots 5 and 6 and running thence along the line of Lot 6 S. 58-34-53 W. 122.78 feet to a point on the northeastern edge of Old Laurens Road; thence along the northeastern edge of Old Laurens Road N. 21-29-00 W. 84.13 feet to a point; thence along the southeastern corner of the intersection of Old Laurens Road and Winchester Court N. 22-04-36 E. 41.40 feet to a point on the southern edge of Winchester Court; thence along the curve of the southern edge of Winchester Court (the radius of which is 75 feet and the arc of which is 117.81 feet) to a point; thence along the southwestern edge of Winchester Court S. 31-25-07 E. 32.50 feet to the beginning corner, and being the same property conveyed by Mauldin Properties, a Partnership, to Charles F. Sims, Jr. and Lewis C. Barker, Jr. by a deed dated June 27, 1974, and recorded in the R.M.C. Office for Greenville County, South Carolina, on June 28, 1974, in Deed Book 1002 at Page 134.

The mailing address of South Carolina Federal Savings and Loan Association is 115 East Camperdown Way, Greenville, S.C.

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which has the address of 2 Winchester Court Greenville Mauldin,
[Street] [City]
South Carolina (herein "Property Address");
[State and Zip Code]

350000

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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