

FILED
GREENVILLE CO. S. C.

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MORTGAGE

BOOK 1398 PAGE 141

JOHNIE S. TANKERSLEY
R.H.C.

THIS MORTGAGE is made this 29th day of April 1977, between the Mortgagor, Herbert D. Lively and Sylvia J. Lively (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 500 East Washington Street, Greenville, South Carolina (herein "Lender").

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WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Three Thousand and No/100 (\$23,000.00) 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 _____

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:

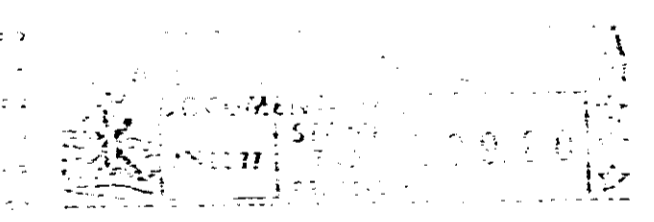
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ALL that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, being shown as Lot No. 26, on plat of Monaview, plat of which is recorded in Plat Book 4N, at page 52, and according to said plat having the following metes and bounds, to wit:

BEGINNING at a point on Rainbow Drive, at corner of property of First Pentecostal Holiness Church and running past the line of said lot N. 19-25 W., 156.4 feet; thence S. 81 E., 119.05 feet to a point on Monaview Court; thence with Monaview Court S. 9 E., 113.7 feet to a point on Rainbow Drive; thence with Rainbow Drive S. 54-43 W., 34.9 feet; thence N. 79-33 W., 19.8 feet to the point of beginning.

This is the same property as that conveyed to the Mortgagor by deed from Christine M. Brashier dated April 29, 1977, and recorded in the R. M. C. Office for Greenville County.

The mailing address of the Mortgagee herein is P. O. Box 10148, Greenville, South Carolina 29603.



which has the address of Lot #26, Monaview Court Greenville, South Carolina 29611. (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 seized 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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