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FILED GREENVILLE CO. S.C.

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THIS MORTGAGE is made this 29th day of February 1984, between the Mortgagee Joseph H. O'Connell and Patricia M. O'Connell (herein "Borrower"), and the Mortgagee Alliance Mortgage Company, a corporation organized and existing under the laws of Florida, whose address is Jacksonville, Florida (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fortyseven Thousand Dollars, which indebtedness is evidenced by Borrower's note dated February 29/1984 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2014

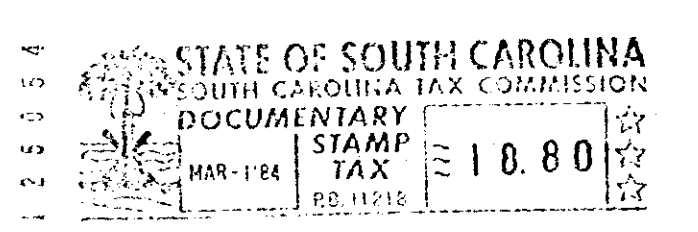
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 and parcel known as Lot 36, a subdivision known as Homestead Acres; a plat of which is recorded in the RMC Office Greenville County Plat Book RR, page 35 by Carolina Engineering and Surveying Company, recorded 23rd November 1964, with the following metes and bounds:

BEGINNING at the iron pin southern side of Havenhurst Drive the joint front corner of Lots No. 35 and 36, running then along a joint line of said lots S.1-21E245.1 feet to an iron pin at the joint rear corner of Lots nos. 36, 32, 33 and 34, then along a joint line of lots 36, and 32 S 65-00 W. 78 feet to an iron pin in the line of lot no. 32, then along a joint line of lots no. 36 and 37, N. 15-20 W. 265 feet to an iron pin on the southern side of Havenhurst Drive, then along Havenhurst Drive the southern side, N. 75-30-E. 82 feet, then continuing along the southern side of Havenhurst Drive, S 87-50 E 54 feet to an iron pin, the joint front corner lot no. 35 and 36 point of beginning.

Also refer to Plat done by Carolina Engineering Surveying Company recorded in Plat book HHH p. 137

This is the same property deeded from Joe R. Hendrix to Marguerite J. Hendrix, April 15, 1976 recorded in RMC Office in Deed Book 1034 page 742.



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which has the address of 1 Havenhurst Taylors S.C. 29687 (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.

