CREFHYLL' E CO. S. C.

JUN 8 12 59 PH 19

DONNIE S. T. ANKERSLEY

HAYRSLOSTY, FERRY, BRYANT, MARION & ALLIS

## **MORTGAGE**

THIS MORTGAGE is made this	8th seph R. Swedish	day of	June	
	(herein "Borr	ower"), and the M		
Savings and Loan Association, a corp of America, whose address is 301 Col				

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-nine thousand, five hundred and no/100ths (\$39,500.00) -- Dollars, which indebtedness is evidenced by Borrower's note dated June 8, 1979, \_\_\_\_\_\_, (herein "Note"), providing formonthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, \_\_\_\_\_\_.

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 <u>Greenville</u>, State of South Carolina:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the Southeasterly side of Dellwood Drive in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 159 and a 5' strip of Lot No. 160 of the property of Central Development Corporation as shown on a plat recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book BB at pages 22 and 23, and having according to a more recent survey entitled "Property of Joseph R. Swedish" prepared by Charles F. Webb, R.L.S. dated May 19, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southerly side of Dellwood Drive, said pin being the joint front corner of Lots 158 and 159 and running thence with the common line of said lots S. 27-34 E. 216.2 feet to a point in the center of a branch, thence with the center of the branch as the line, the traverse of which is N. 77-04 W. 98.65 feet to a point in the center of the branch, thence continuing with the center of the branch as the line, the traverse of which is S. 47-16 W. 5.18 feet to an iron pin, thence on a new line through Lot No. 160 N. 27-34 W. 155.45 feet to an iron pin on the Southerly side of Dellwood Drive, thence with the Southerly side of Dellwood Drive N. 62-26 E. 80 feet to an iron pin, the point of beginning.

THIS being the same identical property conveyed unto the mortgagor herein by deed of James O. Schenk, Carol S. Schenk, and Leonard H. Schenk, Jr., a/k/a Leonard H. Schenk, III, dated June 8, 1979, recorded June 8, 1979, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book //D/ at page 35').

STATE OF SOUTH CARULINA

SOUTH CAROLINA TEX COMMISSION

DOCUMENTARY

STAMP

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which has the address of Lot No. 160, Dellwood S/D, Greenville,

OSouth Carolina (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 elected on the property, and all easements, rights, appurtenances, tents, 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 lease hold estate if this Mortgage is on a lease hold) 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.

SOUTH CAROLINA - 1 to 4 Family-6. 75-FINAVEHLMC UNIFORM INSTRUMENT with amendment withing Para 240

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