

GREENVILLE CO. S. C.

APR 8 3 10 PM '76

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MORTGAGE
R.M.C.

THIS MORTGAGE is made this 5th day of March 1976, between the Mortgagor, Donald L. Smith and Brenda C. Smith (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States whose address is Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 5, 1976 (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, 2001

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, with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina on the eastern side of Sleepy Hollow Drive and being known and designated as Lot 22 on a plat of Halloran Heights, Audobon Forest, Sleepy Hollow, Montverde, Markley Acres, property of Singleton, Salmon, Causey and having the following metes and bounds, to-wit:

BEGINNING on the eastern side of Sleepy Hollow Drive at the joint front corner of Lots 22 and 23 and running thence along the common line of Lots 22 and 23 N. 39-30 E., 243.8 feet to a point at the rear of Lot 22; thence running along the rear of Lot 22 N. 0-35 W., 240.3 feet to a point; thence along the common line of Lots 22 and 21 S. 89-25 W., 243.8 feet to a point on Sleepy Hollow Drive; thence along Sleepy Hollow Drive S. 0-35 E., 240 feet to the point of beginning.



which has the address of Lot 22 Sleepy Hollow Drive Greenville (Street) (City) S. C. 29609 (State and Zip Code) (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.

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