

1419 028

MORTGAGE

THIS MORTGAGE is made this 30 day of December 19 77 between the Mortgagor, Jimmy J. Lindsey, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the 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 Sixteen Thousand and No/100-- (\$16,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December, 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 January 1, 2003

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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville located on the Northern side of Dryden Avenue, being known and designated as Lot 22 on plat of property of Spring Brook Terrace which plat is recorded in the RMC Office for Greenville County in Plat Book KK at Page 143 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Dryden Avenue, 245 feet East from Walton Street at the corner of Lot 20 and running thence with the Northern side of said Avenue, S. 85-03 E. 75 feet to an iron pin at the corner of Lot 24; thence with the line of said Lot, N. 4-57 E. 155.3 feet to an iron pin in the line of Lot 23; thence with line of Lots 23 and 21, S. 88-00 W. 75.4 feet to an iron pin at the corner of Lot 20; thence with the line of said Lot, S. 4-57 W. 146.2 feet to the beginning corner.

This being the same property acquired by the Mortgagor herein by deed of Henry C. Trammell of even date to be recorded herewith.

which has the address of Dryden Avenue Greenville South 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 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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