

FILED
GREENVILLE CO. S. C.

MORTGAGE

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DONNIE S. TANTON MORTGAGE is made this 9th day of April 1979, between the Mortgagor, JAMES W. BROWN (herein "Borrower"), and the Mortgagee, CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is P. O. Box 10148, Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirteen Thousand Five Hundred and No/100 (\$13,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 9, 1979 (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, 1989

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 tract of land, containing .97 acres, more or less, situate, lying and being on the Southeastern side of a County Road, near the Town of Mauldin, Austin Township, Greenville County, State of South Carolina, and having, according to a plat prepared by Clarkson Surveying, dated March 22, 1979, entitled "Property of James Brown", and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-D at page 35, the following metes and bounds:

BEGINNING at a point in the center of a County Road, which point is 1465.6 feet in a Northeasterly direction from the center line of Ridge Road at the joint corner of the tract herein described and other property of the Mortgagor herein, and running thence with the line of the said other property of the Mortgagor herein S. 44-47 E. 335.3 feet to an iron pin; thence still continuing with the line of the said other property of the Mortgagor herein N. 59-13 E. 129.3 feet to an iron pin in the line of property now or formerly of the School District of Greenville County; thence with the line of said School District property N. 44-46 W. 335.3 feet to a point in the center of a County Road; thence with the center line of said County Road S. 59-13 W. 129.4 feet to the point of beginning.

This is a portion of the property conveyed to the Mortgagor herein by deed of J. A. Cureton, dated October 14, 1960, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 661 at page 22 on October 14, 1960.

which has the address of Route 14, Dallas Drive Greenville, South Carolina 29607. (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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