

APR 13 3 03 PM '79

MORTGAGE

DONNIE S. TANKERSLEY
THIS MORTGAGE was made this 12 day of April 1979, between the Mortgagor, EDWARD E. SUTHERLIN AND ANN W. SUTHERLIN (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 Post Office Box 10148, Greenville, S. C. 29603 (herein "Lender").

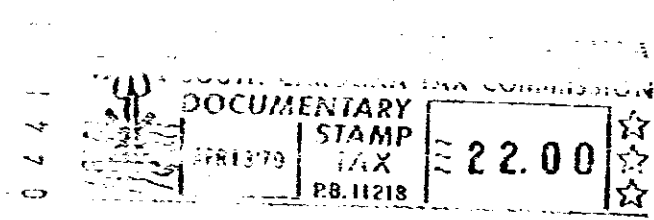
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Five Thousand and 00/100 (\$55,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 12, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2009

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 located in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 36 as shown on a plat of Botany Woods, Section 1, said plat prepared by Piedmont Engineering Service dated July, 1959, and recorded in the R.M.C. Office for Greenville County in Plat Book QQ at Page 78, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Edwards Road at the joint front corner of Lots 35 and 36, and running thence with the line of Lot 35, N. 3-20 E. 225 feet to an iron pin; thence S. 83-15 E. 165.8 feet to an iron pin at the joint rear corner of Lots 36 and 37; thence with the line of Lot 37, S. 9-55 W. 225 feet to an iron pin on the Northern side of Edwards Road; thence with the Northern side of Edwards Road, N. 79-20 W. 23.1 feet to an iron pin; thence continuing with the Northern side of Edwards Road, N. 84-04 W. 116.9 feet to the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of Richard P. Newell, said deed being dated of even date and recorded in the R.M.C. Office for Greenville County in Deed Book 1100 at Page 481.



1123 Edwards Road, Greenville, S. C.
which has the address of (Street) (City)
(herein "Property Address");
(State and Zip Code)

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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