

FILED
GREENVILLE CO. S. C.

MORTGAGE

VOL 1403 PAGE 308

APR 17 9 49 AM 1979

THIS MORTGAGE is made this 16th day of April 1979 between the Mortgagor, Richard E. Toth and Carol S. Toth (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 500 E. Washington Street, P.O. Box 10148, Greenville, S.C. (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Ninety Four Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 16, 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 piece, parcel or lot of land in the City of Greenville, County of Greenville State of South Carolina, being known and designated as Lot 118 on plat of property of the estate of Tully P. Babb, as revised in February 1960, and recorded in the RMC Office for Greenville County in Plat Book QQ, Pages 162 and 163 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Stonehaven Drive at the joint front corner of Lots 118 and 119 and running thence with the line of Lot 119, N. 76-47 E. 478 feet to an iron pin in line of property now or formerly of T. C. Gower; thence with the Gower line, S. 12-40 E. 201.1 feet to an iron pin at the joint rear corner of Lots 117 and 118; thence with the line of Lot 117, S. 83-09 W. 466 feet to an iron pin on Stonehaven Drive; thence with said Stonehaven Drive, N. 18-08 W. 150 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Motte M.G. Grey, dated April 16, 1979 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1100 at Page 621 on April 16, 1979.



which has the address of 55 Stonehaven 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 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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