

FILED
GREENVILLE CO. S.C.
APR 30 11 41 AM '79
DANNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 27 day of April, 1979, between the Mortgagor, CRAIG A. SMITH AND JANICE C. SMITH, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

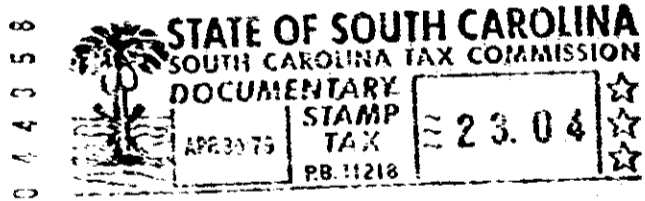
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Seven Thousand Six Hundred and 00/100 (\$57,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 27, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2010.....;

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. 35 of Pine Brook Forest Subdivision, Section II, a plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 4X at Page 49, and having, according to a more recent plat entitled "Property of Craig A. Smith and Janice C. Smith" by Freeland and Associates, dated April 25, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern edge of Green Road at the joint front corner of Lots 35 and 36, and running thence with the line of Lot 36, S. 73-55 E. 159 feet to an iron pin; thence with the rear line of Lot 48, S. 1-37 E. 130 feet to an iron pin in the rear corner of Lots 34 and 35; thence with the line of Lot 34, N. 75-03 W. 174 feet to an iron pin on the Eastern edge of Green Road; thence with the Eastern edge of Green Road, N. 5-37 E. 130 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of Oak, Inc., said deed being dated April 25, 1979 and recorded in the R.M.C. Office for Greenville County in Deed Book 1101 at Page 445.



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which has the address of Lot 35 Pine Brook Forest Route 14, Greenville S.C. 29607 (herein "Property Address");
(Street) (City) (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 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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