

FILED
GREENVILLE CO. S. C.
MAY 8 11 49 AM '79
SONNIE S. TANKERSLEY
R.M.C.

VOL 1405 PAGE 692

MORTGAGE

THIS MORTGAGE is made this _____ day of _____, 19____, between the Mortgagor, W. LYNN SMITH and MARGARET S. 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").

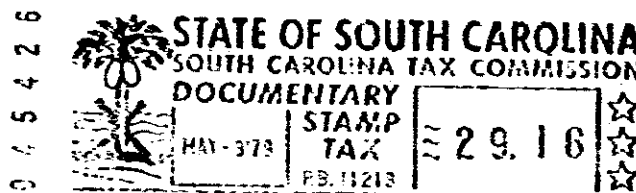
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Two Thousand Nine Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated _____, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 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, lying and being in the County of Greenville, State of South Carolina, in the City of Greenville, lying on the northeastern side of Fairview Avenue and being shown and identified on plat entitled "Property of W. Lynn Smith and Margaret S. Smith", dated April 27, 1979, prepared by Freeland & Associates, recorded in the Greenville County RMC Office in Plat Book 7-E at Page 53, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northeastern side of the right-of-way of Fairview Avenue (said iron pin being 65 feet, more or less, from Victory Avenue) and running thence along said right-of-way N. 3-33 E., 65.0 feet to an old iron pin; thence S. 85-00 E., 150.0 feet to an old iron pin; thence S. 3-33 W., 65.0 feet to a new iron pin; thence N. 85-00 W., 150.0 feet to an old iron pin on the northeastern side of the right-of-way of Fairview Avenue, the point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Thelma E. Packer and Robbie Joe Packer recorded in the Greenville County RMC Office in Deed Book 968 at Page 535 on the 28th day of February, 1973.



which has the address of 7 Fairview Avenue, Greenville (Street) (City),
South Carolina 29605 (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 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.

SOUTH CAROLINA — 1 to 4 Family—6 75—FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para 24)

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