ORVEY . F CO. S. C. 10 6 4 38 PX '79 DONNE THINERSLEY REMIC

## **MORTGAGE**

VCL 1476 141 3102

THIS MORTGAGE is made this...... 8th... Jr............day of... August.................., 19.79 between the Mortgagor, James H. Beard and P. Dawn Beard ..... (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association a corporation organized and existing under the laws of United States of America ..... whose address is ..... Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty . Thousand . Three, Hundred . . . . Seventy Five and NO/100 (\$40,375,00) ---- Dollars, which indebtedness is evidenced by Borrower's note dated. August. 8, 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 . September .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, situate, lying and being on the southeast side of Cureton Street, Greenville County, South Carolina, being shown and designated as a portion of Block K, KANATENAH, on a Plat recorded in the RMC Office for Greenville County in Plat Book F, at Pages 131 and 132, and having, according to a more recent plat by R.B. Bruce, dated July 16, 1958, entitled "Property of Donald R. Styles", recorded in Plat Book PP, at Page 157, the following metes and bounds:

BEGINNING at an iron pin on the southeast side of Cureton Street at the corner of property now or formerly belonging to H. H. Robbins, which iron pin is situate 597.8 feet northeast of the intersection of McCuen and Steward Streets, and running thence, S. 25-20 E. 178 feet to an iron pin; thence, N. 64-40 E. 70 feet to an iron pin; thence, N. 20-25 W. 178 feet to the joint corner of property now or formerly belonging to F. J. Loftis, which joint corner is on the southeast side of Cureton Street; thence, S. 64-40 W. 70 feet to an iron pin, the point of Beginning.

The within property is the same property conveyed to the mortgagors herein by that certain deed of John D. Belcher and Stephanie P. Belcher of even date herewith and which said deed is being filed simultaneously with this instrument in the R.M.C. Office for Greenville County, South Carolina.

which has the address of ... 208 Cureton Street ...... Greenville ..... [City] [Street] SC 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 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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