

FILED
GREENVILLE CO. S. C.
NOV 1 3 16 PM '79
DONNIE S. TANKERSLEY
R.M.C.

1486 821

MORTGAGE

THIS MORTGAGE is made this 31st day of October,
1979, between the Mortgagor, John Larn Smith and Patricia T. 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 Thirty eight thousand nine
hundred three & 35/100 (\$38,903.35) Dollars, which indebtedness is evidenced by Borrower's
note dated October 31, 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 November 1,
2006.....;

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 County of Greenville, State of South
Carolina, situate, lying and being on the western side of Birnam Court and being known
and designated as Lot No. 21 of Birnam Woods Subdivision, plat of which is recorded
in the RMC Office for Greenville County in Plat Book 5-D at page 56, and having,
according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Birnam Court, joint front corner of
Lots 21 and 22 and running thence with the common line of said lots S. 84-00 W.
209.9 feet to an iron pin; thence with the rear line of Lot 21, N. 06-00 W. 110 feet
to an iron pin; thence with the common line of Lots 20 and 21, N. 84-00 E. 210.7 feet
to an iron pin on the western side of Birnam Court; thence with said court, S. 05-36 E.
110 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Edwin C. Thomasson, Jr.
and Mary H. Thomasson dated October 31, 1979 and recorded in the RMC Office for
Greenville County in Deed Book 114 at page 267.

The mortgagee's address is: PO Box 408, Greenville, SC 29602

RECORDED IN THE
OFFICE OF THE CLERK OF
SOUTH CAROLINA
GREENVILLE COUNTY
NOV 1 1979

which has the address of 105 Birnam Court, Greenville,
South Carolina 29615 (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.

4328 RV-2