

FILED
GREENVILLE CO. S. C.

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MORTGAGE

1488 438

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 15th day of November 1979, between the Mortgagor, Bufford M. Howard and Stella Ann Howard (herein "Borrower"), and the Mortgagee, Federal Savings and Loan Association (herein "Lender"), a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 10148, Greenville, S.C. 29603.

WHEREAS Borrower is indebted to Lender in the principal sum of Seventy-Four Thousand and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated November 15, 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, 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 with the buildings and improvements thereon, lying and being on the southerly side of Sugar Creek Lane, near the City of Greenville, South Carolina, being known and designated as Lot No. 5, on Plat entitled "Map 7 Sugar Creek" as recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 7C at Page 15, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Sugar Creek Lane, said pin being the joint front corner of Lots No. 4 and 5, and running thence with the common line of said lots, S. 22-03-58 E. 147.15 feet to an iron pin; thence N. 83-32-41 W., 44.34 feet to an iron pin, the joint rear corner of Lots 5 and 6; thence with the common line of said lots N. 8-44-23 W. 156.52 feet to an iron pin, on the southerly side of Sugar Creek Lane; thence with the southerly side of Sugar Creek Lane on a curve the chord of which is N. 74-35-49 E. 75 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Cothran and Darby Builders, Inc. dated November 15, 1979, and recorded in the R.M.C. Office for Greenville County in Deed Book 1115 at Page 697.

which has the address of Lot 5, Sugar Creek Lane, Greenville S. C. (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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