

FILED
CO. S. C.
JAN 12 26 PM '80
DONN... TANNERSLEY
R.M.C.

BOOK 1492 PAGE 741

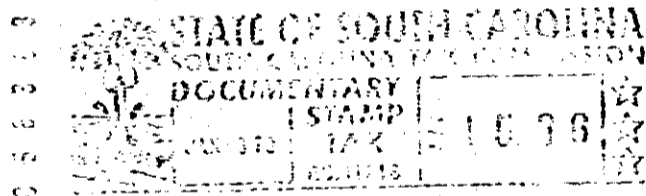
MORTGAGE

THIS MORTGAGE is made this 7th day of January, 1980, between the Mortgagor, Dianne L. McCarley and Harold C. McCarley, Jr., (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 Three Hundred Twenty-three and 16/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 7, 1980, (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, 2002....;

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: being shown and designated as Lot Number 99 on Map No, 1, FOXCROFT Subdivision, Section Two on plat recorded in Plat Book 4-N at Pages 36 and 37 of the RMC Office for Greenville County.

This is the same property conveyed to the mortgagors by deed of J. Michael Sudduth dated January 7, 1980 and recorded on even date herewith.



GCTO
036-10-930

which has the address of 3 Merrifield Place, Greenville, South Carolina,
(Street) (City)
(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.

0740

4328 RV-2