## **MORTGAGE**

Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

THIS MORTGAGE is made this. 7th Gay of February

19. 80 between the Mortgagor, Ozell Howard and Aurevia P. Howard

Savings & Loan Association (berein "Borrower"), and the Mortgagee. Family Federal

under the laws of the United States of America (whose address is 713 Wade Hampton Blvd.

Greer, South Carolina (berein "Lender").

3.1 acre tract of land on a plat for C. R. Pittman and Ozell and Aurevia Howard, dated January 14, 1974, and prepared by S. C. Atkins, Registered Surveyor, recorded in Plat Book 5-B at Page 66 in the RMC Office for Greenville County and having such metes and bounds as appear by reference to said plat.

THIS is the identical property conveyed to the Mortgagors by deed of C. R. Pittman, recorded on January 23, 1974 in Deed Book 992 at Page 603 in the RMC Office for Greenville County.

ALSO, all that lot of land in the State of South Carolina, County of Greenville, in Glassy Mountain Township, containing approximately 38 acres, lying on the southwestern side of S. C. Highway No. 116, and being more specifically described in a deed recorded in Deed Book 1052 at Page 58 and reference is hereby made to such deed for a more particular description of the subject property.

This is the identical property conveyed to the mortgagor, Ozell Howard, by deed of Troy Plumley dated May 2, 1979, and recorded on May 2, 1979.

The above described 38 acre tract is subject to another mortgage held by the mortgagee in the amount of \$13,500.00 dated April 26, 1979, and recorded in Mortgage Book 1465 at Page 131. These mortgages shall be of equal rank and a breach or default in the terms of either shall constitute a default in both and justify simultaneous foreclosure of both in one foreclosure action.

STATE OF STA

Route 2, Landrum, S. C. 29356

.....(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.

SOUTH CAROLINA-1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT

671 601 0.

The second second

**生物学的学术等性的** 

328 RV-2