

RECORDED
S.C.
31 PM '80
MERSLEY

PO 1497 PAGE 277

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

MORTGAGE

THIS MORTGAGE is made this 5th day of March 1980, between the Mortgagor, Reece W. Smith and Linda R. Smith (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 713 Wade Hampton Blvd. Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Five Thousand Nine Hundred Fifty and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 5, 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 March 1, 2010

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 in the State of South Carolina, County of Greenville, Chick Springs Township, City of Greer, on the West side of Memorial Drive (formerly Piedmont Avenue) and being a portion of Lot No. 4 as shown on a plat of Morrow Heights, recorded in Plat Book D Pages 196-197 and more recently identified as G-14-3-13 on a Plat of property prepared for Vernon Duncan by Wolfe & Huskey, Surveyor, dated March 16, 1977, revised August 23, 1977, recorded in Plat Book 6W Page 91, and, according to said latter plat, having the following metes and bounds:

BEGINNING at an iron pin on the West side of Memorial Drive, corner of G-14-3-14 and running thence with line of said lot N 77-17 W 150.7 feet to an iron pin; thence N 08-05 E 79.96 feet to an iron pin in center of a 10 foot right-of-way; thence with the center of said right-of-way S 78-26 E 155.58 feet to an iron pin on the West side of Memorial Drive; thence therewith S 11-34 W 82.8 feet to the point of BEGINNING.

Being the same property conveyed to the Mortgagors herein by deed from Fred Painter recorded of even date herewith.

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which has the address of 38 Memorial Drive Greer South Carolina (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 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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