

FILED
S. C.

BOOK 1500 PAGE 634

MORTGAGE

APR 11 1980

WASLEY

THIS MORTGAGE is made this 11 day of APRIL, 1980, between the Mortgagor, JAMES L. CHURCH & BONNIE B. CHURCH (herein "Borrower"), and the Mortgagee, ENGEL MORTGAGE COMPANY, INC., a corporation organized and existing under the laws of DELAWARE, whose address is P.O. BOX 847, BIRMINGHAM, ALABAMA 35201 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY FIVE THOUSAND (\$45,000) Dollars, which indebtedness is evidenced by Borrower's note dated April 11, 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 May 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 piece, parcel or lot of land in the county of Greenville state of South Carolina, being known and designated as Lot No. 14 as shown on plat of HOMESTEAD ACRES II, recorded in plat book 6 H page 77 of the RMC Office for Greenville County, S. C.

This is the same lot conveyed to mortgagors by H. J. Martin and Joe O. Charping by deed of even date herewith, to be recorded.

which has the address of (lot 14) Havenhurst Drive HOMESTEAD ACRES II TAYLORS S. C. 29687 (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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