

GREENVILLE  
S. C.

# MORTGAGE

BOOK 1509 PAGE 56

RECORDED  
JUL 29 1980  
PH '80

THIS MORTGAGE is made this 28th day of July 1980, between the Mortgagor, Lester N. Erving, Jr. and Regina T. Erving (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Three Thousand Five Hundred & 00/100 (\$53,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 28, 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 August 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, lying and being in Austin Township, Greenville County, State of South Carolina, being known and designated as Lot 90 on plat of Greenbrier, which plat is of record in the RMC Office for Greenville County in Plat Book QQ-128, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Fairlane Drive, joint corner with Lot 89, and running thence along said Lot, S. 55-25 W. 217 feet to an iron pin; thence N. 34-35 W. 100 feet to an iron pin; thence N. 55-25 E. 217.9 feet to an iron pin on Fairlane Drive; thence along said Drive, S. 34-15 E. 100 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by Deed of San-Del Builders, of even date, to be recorded herewith in the RMC Office for Greenville County.

Mortgagee's address: P. O. Box 937, Greenville, S. C. 29602

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which has the address of Lot 90 Fairlane Drive Mauldin  
S. C. 29662 (herein "Property Address");  
[State and Zip Code] [Street] [City]

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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