

MORTGAGE

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THIS MORTGAGE is made this 12th day of September 1980 by and between NEELA VAKHARIA (herein "Borrower"), and the Mortgagee, CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, whose address is P.O. Box 10148, Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand and NO/100 (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on twelve months from date

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 in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 42 of the Mountainbrook Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 4-F at Page 47, together with a triangular tract containing 4.741 acres to the rear of said lot and according to a more recent plat made by B. Keith Rochester and Associates dated October 18, 1972, described collectively, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Crosscreek Lane at the joint front corner of Lots 42 and 43 and running thence with the line of said lots, N. 48-01 W. 200 feet; thence with the rear line of Lots 43-46 inclusive, S. 41-59 W. 370.4 feet; thence, N. 06-53 W. 607.5 feet; thence, S. 74-19 E. 214.5 feet to the northeast corner of Lot 38; thence with the rear line of Lots 38-41, inclusive, S. 41-59 W. 304.8 feet to an iron pin at the joint rear corner of Lots 41 and 42; thence with the line of said lots, S. 48-01 E. 200 feet to an iron pin on Crosscreek Lane; thence with said Lane, S. 41-59 W. 90 feet to the point of beginning.

This is the same property as that conveyed to the Mortgagor herein by Deed of J.F. Garrett and Elizabeth P. Garrett, recorded in the R.M.C. Office on March 20, 1980 in Deed Book 1122 at Page 564.

The mailing address of the Mortgagee herein is: P.O. Box 10148 Greenville, S.C.

which has the address of Twin Creek Cove Greenville County 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 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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