

MORTGAGE

FILED  
GREENVILLE, S. C.

THIS MORTGAGE is made this 19th day of February 1981 between the Mortgagee, John C. Harmon, Jr. and Kathie R. Harmon (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 Sixty-eight thousand nine hundred fifty and no/100 (\$68,950.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 19, 1981 (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, 2011.

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 lying and being situate in the County of Greenville, State of South Carolina, on the westerly side of Sugar Creek Road, being shown and designated as Lot No. 46 on Plat entitled "Survey for John L. Harmon, Jr." as recorded in Plat Book Y-K at Page 37, in the RMC Office for Greenville County, S.C., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Sugar Creek Road at the joint front corner of Lots 46 and 47, said pin being approximately 374.93 feet from the intersection of Sweetwater Rd. and Sugar Creek Road, running thence S. 77-14-02 E. 191.65 feet to an iron pin; thence Due South 114.15 feet to an iron pin; thence N. 83-30-29 W. 210.78 feet to an iron pin; thence N. 9-37-45 E. 134.56 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of Donald C. Trask and Virginia A. Trask as recorded in Deed Book 1143 at Page 82, in the RMC Office for Greenville County, S.C., on February 19, 1981.

which has the address of 112 Sugar Creek Road, 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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