

GREENVILLE
FILED
CO. S. C.

MORTGAGE

BOOK 1561 PAGE 82

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THIS MORTGAGE is made this 5th day of January 1982 between the Mortgagor, Daniel E. Cox and Mary H. Cox (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, S. C. 29603 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Fifty-Seven Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 5, 1982 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2012

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, on the northwestern side of Kings Mountain Drive being known and designated as Lot No. 123 as shown on a plat entitled CANEBRAKE I made by Enwright Associates dated August 18, 1975 and subsequently revised, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-P at Page 28 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Kings Mountain Drive, joint front corner of lots nos. 122 and 123 and running thence with the joint line of said lots, N. 54-18 W. 153.64 feet to an iron pin in the rear line of lot 121; thence with the rear line of lot 121 and continuing with the rear line of lot 120, S. 40-10 W. 68 feet to an iron pin, joint rear corner lots 123 and 124; thence with the joint line of said lots, S. 46-09 E. 154.96 feet to an iron pin on the northwestern side of Kings Mountain Drive; thence with Kings Mountain Drive in a northeasterly direction an arc distance of 90.03 feet to the joint front corner of lots 123 and 122 (the radius being 998.63 feet), the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Kenneth C. Yoss and Maxine R. Yoss to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
27.89

which has the address of 317 Kings Mountain Road, Greenville, S. C. 29651 (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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