

GREENVILLE CO. S.C.

AUG 18 4 20 PM '76

BOOK 1375 PAGE 723

DONNIE S. TANKERSLEY
107 Church Street, R.M.C.
Greenville, S.C.
29651

MORTGAGE

THIS MORTGAGE is made this 17th day of August, 1976, between the Mortgagor, James Carroll Hendrix and Audrey Janette C. Hendrix (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 17, 1976 (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, 1996;

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 with all buildings and improvements thereon, situate, lying and being on the north side of Fairview Avenue and the west side of Earl Street, in the City of Greer, Chick Springs Township, Greenville County, South Carolina, being known and designated as lot no. 1 on a plat entitled "Property of Mrs. Hattie Payne Estate" made by H. S. Brockman, Surveyor, dated October 16, 1946, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book FF at Page 223 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at the joint corner of lots nos. 1 and 2 on said plat on the norther edge of sidewalk on the north side of Fairview Avenue and running thence S. 83-00 E. 57 feet to the junction of the inner edge of sidewalks on Fairview Avenue and Earl Street; thence with the inner line of sidewalk on Earl Street N. 8-00 E. 156 feet to a stake corner of lot no. 9 of Mountain View Heights; thence with the line of lot no. 9 N. 83-18 W. 57 feet to an iron pin corner of lot no. 2; thence with the common line of lots nos. 1 and 2 S. 8-00 W. 155.7 feet to an iron pin, edge of sidewalk on Fairview Avenue, the beginning corner.

This is the same property conveyed to the mortgagors by deed of Michael E. Hawkins dated August 17, 1976 to be recorded herewith.



which has the address of 207 E. Fairview Avenue, Greer, South Carolina 29651
(Street) (City)
(herein "Property Address");
(State and Zip Code)

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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