

FILED
GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

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MORTGAGE

THIS MORTGAGE is made this 4th day of August, 1977 between the Mortgagor, A. Jerry Howell and Margaret H. Howell (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina whose address is P.O. Box 10148 Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Seven Thousand and No/100 (\$27,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 4, 1977 (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, 1997.

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: and being known and designated as Lot 235, Sector V, Botany Woods, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book YY, Pages 6 and 7 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Rollinggreen Road, joint front corner of Lots 234 and 235 and running thence N. 37-48 W., 175 feet to an iron pin; thence N. 52-12 E., 100 feet to an iron pin, joint rear corner of Lots 235 and 236; thence S. 37-48 E., 175 feet to an iron pin on Rollinggreen Road; thence along Rollinggreen Road S. 52-12 W., 100 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors by deed of William A. Vaughn recorded in the R.M.C. Office for Greenville County on May 25, 1962, in Deed Book 699, Page 05.

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which has the address of 17 Rollinggreen Road Greenville, South Carolina 29615 (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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