## **MORTGAGE**

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To Secure to Lender 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. 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, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the northern side of Poinsett Avenue at the intersection of Poinsett Avenue and Bennett Street and being shown and designated as Lot No. 3 of Property of J. S. O'Neal and Manning Jones, according to a plat by Dalton & Neves, dated May, 1927, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of Poinsett Avenue and Bennett Street and running thence along Bennett Street due North 200 feet to an iron pin, joint corner of Lots 3 and 4; running thence along the line of Lot 4, N.70-47 W. 51.8 feet to an iron pin, joint corner of Lots 2 and 3; thence along the line of Lot 2, S.21-58 W. 169.8 feet to an iron pin on Poinsett Avenue; thence with said Poinsett Avenue, S. 62-45 E. 126.7 feet to the beginning corner.

THIS conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.

THIS is the same property as that conveyed to James Malone Owings and Patricia Gibb Owings by deed from Willard A. Camp recorded in the RMC Office for Greenville County in Deed Book 910 at Page 113 on March 5, 1971, and deed from Patricia Gibb Owings to James Malone Owings recorded in the RMC Office for Greenville County in Deed Book 937 at Page 399 on March 3, 1972.

which has the address of ... 21 Poinsett Ave. Greenville

South Carolina ... 29601 ...... (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the year

SOUTH CAROLINA-HOWE IMPROVEMENT-7/80

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