80081529 FACE 123

JAN 2 1 54 PH '81 DONN TANKERSLEY

## **MORTGAGE**

Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-THREE THOUSAND SEVEN HUNDRED & NO/100 (\$23.700.00 Dollars, which indebtedness is evidenced by Borrower's note dated December 31, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 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 \_\_\_\_\_\_\_\_ State of South Carolina:

ALL those lots of land with all improvements thereon situate in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lots Nos. 17 and 18, Section H, of Highland Terrace, a plat of which is recorded in the RMC Office for Greenville County in Plat Book D, page 238, and having according to a more recent survey recorded in the RMC Office in Plat Book K, page 120, the metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This being the same property conveyed to the Mortgagors herein by deed of Robert Gossett, Roger Gossett, Joyce G. Brock and Dollie G. Terrell of even date herewith and recorded in the RMC Office for Greenville County simultaneously herewith and by deed of Kathy G. Hopkins on November 3, 1980, recorded in the RMC Office for Greenville County simultaneously herewith.

The within Renegotiable Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider which is attached hereto and made a part of this mortgage instrument.

POCOLENIARY TO B. & STATE

which has the address of \_\_\_\_\_\_ 108 W. Hillcrest Drive, Greenville

N S. C. 29609

64

\_\_(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.

SOUTH CAROLINA — 1 to 4 Family-6-75—FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para 24)

4328 RV.2

(V)

SANTE SANTE

والمنافية والمنافية والمنافية والمنافية والمنافية والمنافية والمنافية