

FILED GREENVILLE CO. S. C. MORTGAGE

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THIS MORTGAGE is made this 21st day of July, 19 78, between the Mortgagor, James W. Fayssoux and Catherine H. Fayssoux

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Two Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 21, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2003

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, on the Southeasterly side of Providence Square, being known and designated as Lot No. 38 on plat of Section 2, Pelham Estates, as recorded in the RMC Office for Greenville County, S. C. in Plat Book PPP at Page 119, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeasterly side of Providence Square, said pin being the joint front corner of Lots Nos. 37 and 38 and running thence with the common line of said Lots, S. 71-48 E. 190 feet to an iron pin, the joint rear corner of Lots Nos. 37 and 38; thence N. 19-53 E. 170.07 feet to an iron pin, the joint rear corner of Lots 38 and 39; thence with the common line of said Lots, N. 71-48 W. 195 feet to an iron pin on the Southeasterly side of Providence Square; thence with the Southeasterly side of Providence Square, S. 18-12 W. 170 feet to an iron pin, the point of beginning.

This being the same property acquired by the Mortgagors herein by deed of H. Haley Ector and Dorothy B. Ector recorded in the RMC Office for Greenville County in Deed Book 1057 at Page 204 on May 24, 1977.



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Providence Square, Greenville, S. C., 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 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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