

FILED
GREENVILLE CO. S. C.

Oct 26 4 09 PM '78

MORTGAGE

BOOK 1448 PAGE 337

CONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 26th day of October 1978, between the Mortgagor, James G. Collier, III and Tonda M. Collier (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 500 E. Washington Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-three Thousand Nine Hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated October 26, 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 November 1, 2008

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 southern side of Wallingford Road, in Greenville County, South Carolina, being known and designated as Lot No. 84 as shown on a plat entitled BUXTON, made by Piedmont Engineers and Architects, dated November 5, 1970, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-N at pages 2, 3 and 4, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Wallingford Road at the joint front corner of Lots Nos. 83 and 84 and running thence with the common line of said lots, S. 9-18 E., 201.8 feet to an iron pin in the line of property now or formerly belonging to Hinson; thence along the Hinson line, S. 27-34 W., 35.0 feet to an iron pin; thence along the common line of Lots Nos. 84 and 88, N. 57-04 W., 188.9 feet to an iron pin; thence along the common line of Lots Nos. 84 and 85, N. 29-49 E., 159.1 feet to an iron pin on the southern side of Wallingford Road; thence along the curve of the southern side of Wallingford Road, the chords of which are S. 56-00 E., 26.0 feet to an iron pin and N. 85-28 E., 40.0 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the Mortgagors by deed of Charles T. Johnston, Jr. and June Frazier Johnston to be recorded herewith.

which has the address of 202 Wallingford Road Greenville S. C. 29609 (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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