

FILED
GREENVILLE CO. S. C.

MORTGAGE

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MAR 13 4 24 PM '79
THIS MORTGAGE is made this 13th day of March 1979, between the Mortgagor, WILLIS H. NEWTON AND MARY E. NEWTON, (herein "Borrower"), and the Mortgagee, CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is P. O. Box 10148, Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand and No/100 (\$10,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 13, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1994;

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 situate, lying and being on the Northwestern side of Melvin Drive, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 131 as shown on a plat of Belmont Heights, Section Two, prepared by C. C. Jones, dated December, 1954, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book GG at page 99, and having, according to a revision of the aforesaid plat, dated November 6, 1954, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book EE at page 181, and also according to a plat prepared by Charles F. Webb, R.L.S., dated March 5, 1979, entitled "Property of Willis H. Newton and Mary E. Newton", and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-B at page 52, the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Melvin Drive at the joint front corner of Lots Nos. 130 and 131 and running thence with the line of Lot No. 130 N. 54-14 W. 231.7 feet to an iron pin in the rear line of Lot No. 144; thence with the rear line of Lot No. 144 S. 73-26 W. 50 feet to an iron pin at the joint rear corner of Lots Nos. 131 and 132; thence with the line of Lot No. 132 S. 41-23 E. 267.5 feet to an iron pin on the Northwestern side of Melvin Drive; thence with the Northwestern side of Melvin Drive N. 40-36 E. 19 feet to an iron pin; thence continuing with the Northwestern side of Melvin Drive N. 38-53 E. 40 feet to an iron pin; thence still continuing with the Northwestern side of Melvin Drive N. 35-26 E. 41.1 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of W. E. Shaw, dated March 13, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1098 at page 282, on March 3, 1979, which has the address of 15 Melvin Drive, Greenville, South Carolina (herein "Property Address");

South Carolina (herein "Property Address");
(State and Zip Code)

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.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
MAR 15 1979
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