

DOCUMENTARY STAMP TAX 12.00

GREENVILLE CO. S. C. APR 8 1 02 PM '79 DEANIE S. TANNERSLEY R.M.C.

VCL 1482 PAGE 241

MORTGAGE

THIS MORTGAGE is made this 6th day of April 19 79, between the Mortgagor, Bobbie J. Sloan, (herein "Borrower"), and the Mortgagee, First Federal 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 Thirty Thousand & No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 6, 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 1st June, 1989;

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 improvements thereon being known and designated as Lot 371 on a plat of Map #6, Sugar Creek, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book 6-H at page 63 and described according to a recent survey by C. O. Riddle, R.L.S. dated March 20, 1979 and having according to said survey the following metes and bounds, to-wit:

BEGINNING 325 feet from Sugar Creek Road on Cliffwood Lane and running thence with Lot 372, S. 52-38 W. 150 feet in the line of Lot 378; thence with said Lot S. 37-22 E. 38.34 feet; thence with Lot No. 370, S.53-55 E. 140 feet to Cliffwood Court; thence with Cliffwood Court, N. 36-05 E. 89.88 feet; thence around the corner of Cliffwood Court and Cliffwood Lane, the chord of which is N. 0-38 W. 40.08 feet; thence with Cliffwood Lane, N. 37-22 W. 114.82 feet to the beginning corner.

This conveyance is subject to a 25 foot sewer easement across rear of said lot.

This conveyance is subject to restrictions of record in the R.M.C. Office for Greenville County, S. C. in Deed Book 1092 at page 609.

The conveyance is specifically made subject to any and all recorded rights-of-way, easements, conditions, restrictions, and zoning ordinances pertaining to the property herein conveyed, and is subject to any of the foregoing which may result from an inspection.

This being the same property conveyed unto M. G. Proffitt, Inc., by deed from M. Graham Proffitt, III, Ellis L. Darby and John Cothran Company, Inc., said deed being dated March 22, 1979 and recorded in the R.M.C. Office for Greenville Co., S. C. in Deed Book 1120 at Page 217, the 6th day of April, 1979. And then by deed of M. G. Proffitt, Inc. unto Bobbie J. Sloan recorded in Deed Book 1100 at page 28 the 6th day of April, 1979.

which has the address of Cliffwood Lane, Sugar Creek Subd., Greer, S. C. 29651 (Greenville Co.) (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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