

FILED
GREENVILLE CO. S. C.
77.00

MORTGAGE

VOL 1462 PAGE 936

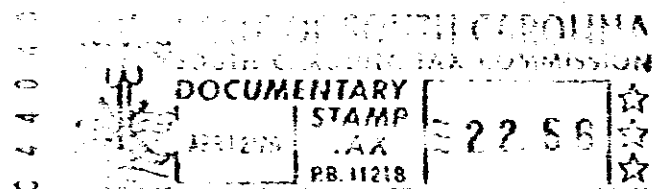
APR 12 11 00 AM '79
THE MORTGAGE is made this 10th day of April 1979 between the Mortgagor, William E. Smith, Ltd. (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina whose address is P.O. Box 10148 Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty six thousand four hundred & 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 10, 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, 2005

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, situate, lying and being in the County of Greenville, State of South Carolina, being known as Lot No. 134, Section 5 on Plat of Devenger Place, recorded in Plat Book 6H at Page 73, RMC Office for Greenville County, S.C., and having, according to said plat the following metes and bounds description:

BEGINNING at an iron pin on the northern side of Rosebud Lane, joint front corner of Lots 133 and 134; thence running with line of Rosebud Lane, S. 80-52 W., 100 feet to an iron pin, joint front corner of Lots 134 & 135; thence Running with joint line of said lots, N. 9-08 W., 130 feet to an iron pin, joint rear of said lots; thence N. 80-52 E., 59.2 feet and N. 79-42 E., 40.8 feet to an iron pin, joint rear of Lots 133 And 134; thence with joint line of said lots, S. 9-08 E., 130.8 feet to an iron pin, the point and place of beginning.



This being the same property conveyed to Mortgagor by deed of Devenger Road Land Company, Dated April 11, 1979, recorded in the RMC Office for Greenville County, S.C., in Deed Book 100 at Page 373.

which has the address of _____ (Street) _____ (City) _____ (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.

GCTO -----3 AP 12 79 1525

3.50CI

4328 RV-2

0936