

FILED
SOUTH CAROLINA CO. S. C.
JUL 6 4 14 PM '79
DONN TAMMERSLEY
R.M.C.

VOL 1472 PAGE 671

MORTGAGE

THIS MORTGAGE is made this 6th day of July, 1979, between the Mortgagor, Carlos Miyares and Susan A. Miyares, (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").

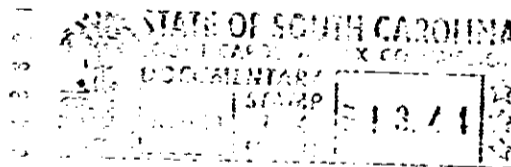
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty three Thousand, Five Hundred fifty and no/100 (\$33,550.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 6, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2009.....;

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 situate, lying and being in the city of Simpsonville, County of Greenville, South Carolina and being known as Lot 226 of Westwood South subdivision as shown in Plat Book 6H at Page 57; and also shown on Plat of Carlos and Susan A. Miyares prepared by Carolina Survey Company dated July, 1979, and recorded in plat book 7-5 at page 12, and having according to said plat the following metes and bounds.

Beginning at an iron pin at the joint front corner of lots 226 and 227 and running thence N. 14-39 E. 151.39 feet to an iron pin; thence S 67-45 E. 80 feet to an iron pin; thence S 10-32 W. 145.8 feet to an iron pin; thence along Ashdown Drive N. 74-24 W. 63 feet to an iron pin; thence N. 67-45 W. 27 feet to an iron pin the point of beginning.

This being the same property conveyed to the Mortgagor(s) herein by deed of Rubens & Uniques of even date, to be recorded herewith.



GCTO
-----3
DL6
79

which has the address of Ashdown Drive, Simpsonville, 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 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.

0671

4328 RV-2