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CO. S. C.

**MORTGAGE**

1417-137

39 AM '79

THIS MORTGAGE is made this 15 day of August 1979, between the Mortgagor, Andrew L. Smart (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of State of South Carolina whose address is PO Box 10148 Greenville, SC 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWELVE THOUSAND and 00/100 (\$12,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 15, 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 February 1, 1988

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 lot of land on the northwest side of Old Rutherford Road in the County of Greenville, State of South Carolina, being known and designated as Lot No. 6, as shown on plat of the Property of Columbia Investment Co. prepared by Piedmont Engineers and Architects, dated July 9, 1965, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book "KKK" at page 73, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Old Rutherford Road, joint front corner of Lots Nos. 6 and 7 and running thence with the joint line of said lots, N. 36-52 W. 150 feet to an iron pin; joint rear corner of Lots Nos. 6, 7, 10 and 11; thence with the joint line of Lots Nos. 6 and 11, N. 55-00 E. 100 feet to an iron pin, joint rear corner of Lots 5, 6, 11 and 12; thence S. 36-52 E. 150 feet to an iron pin on the southwest side of Old Rutherford Road, joint front corner of Lots 5 and 6; thence along the northwestern side of Old Rutherford Road, S. 55-22 W. 50 feet to a point; thence continuing with the northwestern side of Old Rutherford Road, S. 54-38 W. 50 feet to the beginning point.

THIS IS the same property conveyed to Andrew L. Smart and Audrey H. Smart by Howard Hopkins by deed dated April 20, 1971 and recorded April 21, 1971 in deed volume 913 at page 380 in the Office of the R.M.C. for Greenville County, S.C. Subsequently, Audrey H. Smart conveyed her one-half interest in this property to Andrew L. Smart by deed dated March 9, 1979 and recorded March 20, 1979 in deed volume 1098 at page 880 in the Office of the R.M.C. for Greenville County, S.C.

which has the address of Route 3, Old Chick Springs Road, Taylors, S.C. 29687 (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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