

FILED
GREENVILLE CO. S. C.
NOV 5 2 51 PM '79
SONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

REC-1187-149

THIS MORTGAGE is made this 2nd day of November between the Mortgagor, Lawrence Peter Girard and Susan F. Girard (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 Post Office Box 10148, Greenville, South Carolina 29603 (herein "Lender").

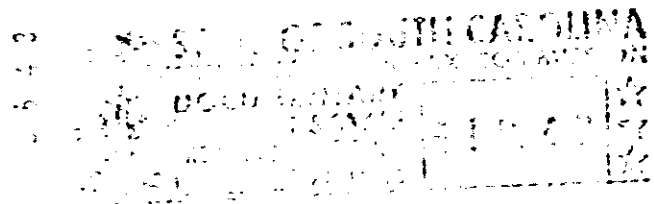
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-eight Thousand Four Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 2, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the southern side of Lipizzan Way, being shown and designated as Lot No. 35 on plat of Heritage Lakes Subdivision prepared by Heaner Engineering Co., Inc. recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at page 16 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Lipizzan Way, joint front corner of Lots 35 and 36 and running with the common line of said lots, N.07-53-05 W. 203.65 feet to a point; thence with the rear line of Lot 35, N. 84-58-42 W. 142 feet to a point, joint rear corner of Lots 34 and 35; thence with the common line of said lots, N. 03-26-44 E. 195.11 feet to a point on Lipizzan Way, joint front corner of Lots 34 and 35; thence with the Southern side of Lipizzan Way 97.14 feet to the point of beginning.

This is a portion of the property conveyed to the Mortgagors by deed of Balentine Brothers Builders, Inc. dated November 2, 1979, recorded herewith.



which has the address of Lipizzan Way Greenville (Street) (City) S. C. (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.

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