

Mortgagee's mailing address: 301 College St., Greenville, S.C. 29601

S. C.
AUG 13 PM '80
WASLEY

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MORTGAGE

THIS MORTGAGE is made this 13th day of August, 1980, between the Mortgagor, Earl J. Smith and Catherine B. Smith, (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 Sixty Five Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 13, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2010

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 on the south side of Riviera Drive, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 264 on plat of Section V, Botany Woods Subdivision, as appears in the RMC Office for Greenville County in Plat Book YY at Pages 6 and 7, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the south side of Riviera Drive at the joint front corner of lots 264 and 265 and running along the line of Lot 265 S. 13-30 W. 150 feet to an iron pin; thence running S. 58-59 E. 122 feet to an iron pin; thence running N. 9-30 E. 190 feet to an iron pin on the south side of Riviera Drive; thence running along Riviera Drive N. 77-55 W. 100 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Fred L. and Dolores G. McDowell, of even date, to be recorded herewith.

which has the address of 104 Riviera Dr. Greenville,
(Street) (City)
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 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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