

MORTGAGE

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FILED
THIS MORTGAGE is made this 30th day of December 1980 between the Mortgagor, John T. Montieth and Jewell S. Montieth (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 10148, Greenville, S. C. 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Nine-thousand, four-hundred and no/100ths (\$9,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 30, 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 January 1, 2001.

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 in Greenville Township, Greenville County, State of South Carolina, being located in City View on Henderson Street, and being known and designated as Lot No. 58 as shown on plat recorded in Plat Book "A", at pages 460 and 461, RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on Henderson Street at the joint front corner of Lots 57 and 58, and running thence along Henderson Street North 00-30 East 50 feet to an iron pin; thence South 83-15 East 150 feet, more or less, to the rear corner of Lot No. 58; thence South 00-30 West 34 feet to joint rear corner of Lots 57 and 58; thence North 89-1/2 West 150 feet to the point of beginning, and being all of Lot No. 58.

Deriv: Being the same conveyed to John T. Montieth and Jewell S. Montieth by deed of Ansel E. Blair dated and recorded concurrently herewith.

which has the address of 214 Henderson Street Greenville S. C. 29611 (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 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.

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