

MORTGAGE

THIS MORTGAGE is made this 30th day of September, 1974, between the Mortgagor, Edith M. Byrd and Gracie Mae Foster

(herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Assoc., a corporation organized and existing under the laws of South Carolina, whose address is P.O. Box 10121, Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighteen Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (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, 1999;

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being on the south-westerly side of Carver Road in Chick Springs Township, Greenville County, South Carolina, being shown and designated as Lot 16 and the northerly and adjoining one-half of Lot 17 on plat of property of Lily McC. Loftis, prepared by Terry T. Dill, R.L.S., February 23, 1961, as recorded in Plat Book "GGG" at Pages 456 and 457, R.M.C. Office for Greenville County, S.C., and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Carver Road at joint front corner of Lots 15 and 16 and thence along Carver Road N. 64-30 E. 45 feet to an iron pin; thence on an angle around Carver Road, the chord of which is N. 79-09 E. 60 feet to an iron pin; thence further along Carver Road on an angle the chord of which is S. 71-34 E. 60 feet to an iron pin; thence further along said Carver Road on an angle, the chord of which is S. 46-22 E. 48.6 feet to an iron pin; thence along said Carver Road S. 34-00 E. 57.2 feet to an iron pin at the center point on the front line of Lot 17; thence on a straight line through the center of Lot 17, S. 56-00 W. 167 feet to an iron pin at the center point on the rear line of Lot 17; thence N. 34-00 W. 45 feet to an iron pin at joint rear corner of Lots 16 and 17; thence N. 25-24 W. 139.5 feet to an iron pin at joint front corner of Lots 15 and 16, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of Carolina Federal Savings and Loan Association, dated September 30, 1974, and to be recorded in the R.M.C. Office for Greenville County, South Carolina.

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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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