

3.50  
5/14.80

1334 109

### MORTGAGE

THIS MORTGAGE is made this 10th day of February, 1975, between the Mortgagor, Ganesan Sundaresan and Dona R. Sundaresan (herein "Borrower"), and the Mortgagee, AIKEN-SPEIR, INC., a corporation organized and existing under the laws of the State of South Carolina, whose address is Florence, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of thirty-seven 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

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 County, State of South Carolina, being known and designated as Lot #294 on Plat of Del Norte Estates, Section 11 made by Piedmont Engineers and Architects May 22, 1971, and recorded in the RMC Office for Greenville County in Plat Book 4N at Page 12 and 13 and accordingly a more recent plat made by C. O. Riddle, RLS, dated February 27, 1975 entitled "Property of Ganesan and Dona R. Sundaresan" and recorded in the RMC Office for Greenville County in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_. According to the last-mentioned plat, the property is more fully described as follows:

BEGINNING at an iron pin on Del Norte Lane at the joint front corner of Lots 294 and 295 and running thence along the joint line of said lots N. 38-15 E. 144.6 feet to a point in the center of Brushy Creek; thence with the center of creek at line S. 54-55 E. 40.15 feet to a point; thence continuing with said creek at line S. 41-56 E. 72.7 feet to a point at the joint rear corner of Lots 295 and 294; thence with the joint line of said lot S. 17-41 W. 141.1 feet to an iron pin on Del Norte Lane; thence with said lane N. 55-54 W. 91.5 feet, to the point of beginning.

514.80



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.

4328 RV-2