

# MORTGAGE

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THIS MORTGAGE is made this 11th day of March, 1975, between the Mortgagor, Charles H. Finley and Mary Finley

(herein "Borrower")

and the Mortgagee, Home Building and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seven Thousand & 00/100 (\$7,000.00) 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 10 years from date

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 in the State of South Carolina, County of Greenville, in Paris Mountain Township, containing two and five-tenths (2.5) acres, more or less, lying North of Farr's Bridge Road, more fully described as follows according to plat made by C. C. Jones, Engineer, dated February 24, 1961, recorded in Plat Book VV, at page 67 in the office of the Register of Mesne Conveyance for Greenville County, South Carolina:

BEGINNING at iron pin in 20 foot access road, the Southeast corner of the tract herein conveyed; running thence along a tract containing 0.75 acres North 84-00 West 180.6 feet to iron pin; running thence North 16-00 East 112.8 feet; thence North 24-30 East 145.2 feet; thence North 40-00 East 121.4 feet; thence North 60-00 East 91.1 feet; thence North 56-00 East 105.6 feet; thence North 39-00 East 117.5 feet to iron pin; running thence with the branch, the branch being the property line, a traverse line South 32-00 East 111 feet to large poplar; thence leaving the branch and running with center of a 20 foot access road South 32-00 West 530 feet to the BEGINNING corner; being the identical property conveyed to Charles H. Finley and Mary Finley by North American Acceptance Corporation by deed dated October 20, 1971, recorded in Book of Deeds, at page, in the office of the Register of Mesne Conveyance for Greenville County, South Carolina."



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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.