

GREENVILLE CO. S. C.
MAY 16 1975
RECORDED

MORTGAGE 2024 1339 PAGE 373

1975 To: 1339
D. W. E. I.
Greer, S. C. 29551

THIS MORTGAGE is made this 16th day of May, 1975, between the Mortgagor, James A. Baker and Theresa S. Baker (herein "Borrower"), and the Mortgagee, Family Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is # 3 Edwards Bldg., 600 N. Main St., Greer, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fourteen Thousand Four Hundred and no/100ths 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 May 1, 1995

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 and County aforesaid, Chick Springs Township, about two miles north of Greer, S. C., lying on the east side of the Miller Road, being bounded on the north by lot of Grady H. Powell and wife, on the east by land of Elsie Powell, on the south by other lands of myself and on the west by the said road, (and being a part of the same land conveyed to me by deed from J. A. Burnett September 15, 1945, recorded in R.M.C. Office for Greenville County in Deed Book 280 at page 386,) and having the following courses and distance, to wit:

BEGINNING on a nail and cap in the center of the said Miller Road, joint corner of the Grady H. Powell lot, and runs thence with the Powell line, N. 85-00 E. 20 feet to an iron pin on the bank of the road, thence continuing with the same course for a total distance of 436 feet to an iron pin on the Elsie Powell line; thence with the said line S. 14-00 E. 101.3 feet to an iron pin on the said line, new corner; thence S. 85-00 W. 448 feet to a nail and cap in the center of the Miller Road (iron pin back on line at 20 feet); thence with the said road, N. 6-15 W. 100.3 feet to the beginning corner, containing one and two one-hundredths (1.02) acres, more or less.



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 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 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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