

GREENVILLE CO. S. C.

FEB 17 2 43 PM '76

BOOK 1360 PAGE 297

MORTGAGE

THIS MORTGAGE is made this 17th day of February, 1976, between the Mortgagor, **Seth W. Scruggs** (herein "Borrower"), and the Mortgagee, **GREER FEDERAL SAVINGS AND LOAN ASSOCIATION**, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **TWENTY FIVE THOUSAND AND NO/100**-----(\$25,000.00)----- Dollars, which indebtedness is evidenced by Borrower's note dated **February 17, 1976** (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **February 1, 1986**

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 those piece, parcels or lots of land in Bates Township, Greenville County, State of South Carolina, on the northeastern side of Sandra Street, being shown and designated as Lots 9 and 10, on plat entitled, "Property of Mary C. Thomason" dated March 3, 1964, recorded in the RMC Office for Greenville County in Plat Book GGG at page 76 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a point on the northeastern side of Sandra Street at the joint front corner of Lots No. 10 and 11; thence N. 54-30 E., 93 feet to a point; thence N. 35-30 W., 275 feet to a point on Maple Lane; thence with Maple Lane, S. 51-00 W., 80 feet to a point at the northeastern corner of the intersection of Maple Lane and Sandra Street; thence with Sandra Street, S. 26-16 E., 146.8 feet; thence continuing with said Street, S.40-06 E., 125.5 feet to the point of beginning.

This is a portion of that property conveyed to the mortgagor by Deed recorded in the RMC Office for Greenville County in Deed Book 740 at page 503.

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which has the address of **7 & 8, 9 & 10, Sandra Street, Travelers Rest** (Street) (City)
South Carolina 29690 (herein "Property Address");
(State and Zip Code)

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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