

Mar 17 4 21 PM '76

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DONNIE S. TANKERSLEY
F.M.C.

MORTGAGE

THIS MORTGAGE is made this 17th day of March, 1976, between the Mortgagor, LORAN LEE SMART, JR., AND JOYCE M. SMART (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 Fifty-four Thousand Five Hundred and No/100 (\$54,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated March, 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 1st September, 2001

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 situate, lying and being on the Southern side of Wellesley Way near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 59 as shown on a plat of Sheet No. 3 of Huntington Subdivision, prepared by Piedmont Engineers & Architects, dated May 4, 1968, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book WWW at page 25 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Wellesley Way at the joint front corner of Lots Nos. 58 and 59 and running thence with the line of Lot No. 58 S. 39-59 E. 335 feet to an iron pin in the rear line of Lot No. 52; thence with the rear line of Lot No. 52 N. 89-04 E. 88.25 feet to an iron pin in the line of Lot No. 49; thence with the line of Lots Nos. 49 and 48 N. 7-10 W. 445.45 feet to an iron pin on the Southern side of Wellesley Way; thence with the Southern side of Wellesley Way the following courses and distances: S. 68-51 W. 73 feet to an iron pin, thence S. 54-02 W. 90 feet to an iron pin, thence S. 45-48 W. 100 feet to an iron pin and thence S. 44-55 W. 53 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Hugh B. Croxton and H. Caldwell Harper, dated November 25, 1975, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1027 at page 713.



which has the address of Route 2, Wellesley Way, Greenville
(Street) (City)
South Carolina 29607 (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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