

FILED
GREENVILLE CO. S. C.

APR 13 11 08 AM '76

MORTGAGE

1004 705

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 12th day of April 1976, between the Mortgagor, Byron B. Brown and Joyce H. Brown (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of South Carolina whose address is P. O. Box 10148, Greenville, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Forty-two thousand (\$42,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 12, 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 May 1, 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 certain piece, parcel, or lot of land, situate, lying and being on the southwesterly side of Silver Creek Road, in the County of Greenville, State of South Carolina, being shown and designated as Lot 249 on a Plat entitled "Map No. 1, Section I, SUGAR CREEK", recorded in the R.M.C. Office for Greenville County in Plat Book 5-D, at Page 18, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the southwesterly side of Silver Creek Road, said pin being the joint front corner of Lots 249 and 250, and running thence with the common line of said Lots, S 29-34-56 W, 139.44 feet to an iron pin, joint rear corner of Lots 249 and 250; thence N 38-17-42 W, 147.15 feet to an iron pin; thence N 26-59-00 E, 79 feet to an iron pin on the southwesterly side of Silver Creek Road; thence with the southwesterly side of Silver Creek Road, S 63-01-00 E, 85 feet to an iron pin; thence continuing with said Road, S 61-43-02 E, 55 feet to an iron pin, the point of beginning.



which has the address of 226 Silver Creek Road Greer
[Street] [City]
S. C. 29651 (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 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 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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