

RECORDING FEE
PAID \$ 3.50

FILED
GREENVILLE CO. S.C.

5/11/36

BOOK 1338 PAGE 444

MORTGAGE

THIS MORTGAGE is made this 25th day of May 1976 between the Mortgagor, Howard R. Finley, Jr. and Margaret A. Finley (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association a corporation organized and existing under the laws of United States of America whose address is 1500 Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-eight Thousand, Four Hundred and No/100 (\$28,400.00) dollars, which indebtedness is evidenced by Borrower's note dated May 25, 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 June 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 piece, parcel or lot of land situate, lying and being on the Northeastern side of Fourth Day Street and Southeastern side of First Day Street, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 67 and a portion of Lot No. 66, being shown on a plat of Canterbury Subdivision, Section II, prepared by Heaner Engineering Co., Inc., dated July 17, 1972, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-R at Page 32 and being known and designated as Lot No. 67 as shown on a revision of said subdivision plat prepared by Heaner Engineering Co., Inc., revised through August 11, 1975 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-D at Page 88 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of First Day Street at the joint corner of Lots 67 and 68 and runs thence along the line of Lots 68 and 69, S. 30-17-45 E. 146.86 feet to an iron pin; thence along the line of Lot 65, S. 68-07 W. 133.0 feet to an iron pin on the Northeastern side of Fourth Day Street; thence with the curve of Fourth Day Street, N. 23-53-00 W. 90.78 feet to an iron pin at the intersection of Fourth Day Street and First Day Street; thence with the curve of First Day Street, N. 54-28 E. 68.56 feet to an iron pin; thence continuing with the curve of said Street, N. 52-14-29 E. 27.95 feet to the beginning corner.



which has the address of 102 Second Day Street Piedmont South Carolina (herein "Property Address");

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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