

FILED
GREENVILLE CO. S. C.
OCT 8 10 26 AM '76
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

BOOK 1380 PAGE 23

THIS MORTGAGE is made this 28th day of Sept. 1976, between the Mortgagor, Earl E. Floyd and Mary Lee A. Floyd (herein "Borrower"), and the Mortgagee, WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 206 South Main Street, Woodruff, S. C. 29388 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FOUR THOUSAND ONE HUNDRED AND NO/100 (\$4,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 28th 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 October 1st 1981

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 these certain pieces, parcels or lots of land, situate, lying and being in the State and County aforesaid, about one mile southward from the City of Greer, on the south side of Clark Avenue, Chick Springs Township, and being Lots Nos. Seventy-five (75) and Seventy-six (76) of Breckhaven, property of Dobson Estates, according to survey and plat by H. S. Breckman, Registered Surveyor, dated December 12, 1957, recorded in Plat Book MM, page 85, R.M.C. Office for Greenville County. For a more particular description, reference is hereby specifically made to the aforesaid plat. This being the same property which was conveyed to mortgagors herein by Lawrence M. Dobson and Roy M. Dobson, Trustees of the R. A. and I. B. Dobson Estates, by deed recorded on November 21, 1959, in the said R.M.C. Office in Deed Book 639, page 215.



which has the address of 128 Clark Ave. Greer (City) S. C. 29651 (State and Zip Code) (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 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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