

Box 10121, Greenville, South Carolina 29603

FILED  
GREENVILLE CO. S. C.

**MORTGAGE**

BOOK 1382 PAGE 413

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 5th day of November 1976, between the Mortgagor, James E. Eggleston and Melanie L. Eggleston (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is Greenville, S.C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand Four Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 5, 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 November 1, 2006;

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 \_\_\_\_\_ State of South Carolina:

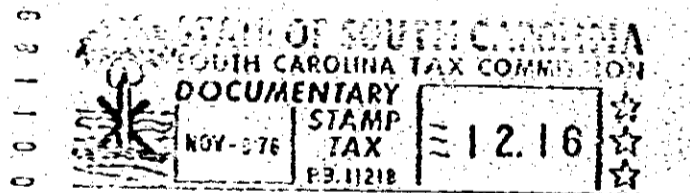
All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 163 on plat of Avon Park, recorded in Plat Book KK at page 71 and having the following courses and distances:

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BEGINNING at an iron pin on Trent Drive at the joint front corner of Lots 163 and 164 and running thence with joint line of said lots, N. 82-04 W. 131.2 feet to an iron pin at rear corner of Lots 162, 163 and 164; thence along rear line of Lots 163 and 162, N. 20-09 W. 115 feet to an iron pin on Marlow Lane; thence with said Lane, the following courses and distances: N. 85-05 E. 99.2 feet, and S. 79-44 E. 68.5 feet to curve with Trent Drive; thence with said curve, S. 34-44 E. 35.4 feet to an iron pin on Trent Drive; thence with Trent Drive, S. 10-16 W. 94.7 feet to the point of beginning.

Being the same property conveyed to mortgagors by Academy Rental Company, a Partnership by deed recorded November 8, 1976.

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which has the address of Trent Drive, Avon Park, Taylors, South Carolina (Street) (City) (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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