

FILED
GREENVILLE CO. S. C.

JAN 25 4 21 PM '77

MORTGAGE

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DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 21st day of January 1977 between the Mortgagor, Gary Vinson Sutton and Anne Bell Sutton (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 Forty-Five Thousand and no/100 (\$45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 21, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 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 Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Holly Tree Lane being shown and designated as Lot No. 43 on Plat of Holly Tree Plantation, Phase 2, Section 2, prepared by the Piedmont Engineers and Architects, dated January 10, 1974, recorded in Plat Book 5-D at Pages 47 and 48 and being described, according to said plat, more particularly, to-wit:

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BEGINNING at an iron pin on the western side of Holly Tree Lane at the joint front corner of Lots 42 and 43 and running thence along the common line of said lots N. 56-58 W. 130 feet to an iron pin at the joint rear corner of said lots; thence along the common line of Lots 43 and 44 N. 2-17 E. 98.13 feet to an iron pin in the cul-de-sac of Hollybrook Way; thence along the cul-de-sac N. 76-21 E. 20 feet to an iron pin; thence N. 50-23 E. 25 feet to an iron pin on the southern side of Hollybrook Way; thence S. 86-00 E. 119.25 feet to an iron pin at the intersection of Hollybrook Way and Holly Tree Lane; thence S. 34-20 E. 31.05 feet to an iron pin on the western side of Holly Tree Lane; thence along said lane S. 17-20 W. 20.6 feet to an iron pin; thence S. 22-04 W. 73.35 feet to an iron pin; thence S. 26-20 W. 64.8 feet to an iron pin; thence S. 38-02 W. 12.3 feet to an iron pin, the point of beginning.

The above described property was conveyed to the Mortgagors by deed of Holly Tree Plantation, a limited partnership, recorded August 25, 1976 in Deed Book 1041 at Page 793.

which has the address of Lot 43, Holly Tree Lane, Simpsonville
[Street] [City]
S. C. (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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