

Gallery Centre
Taylors, S. C.

FILED
GREENVILLE CO. S. C.

BOOK 1388 PAGE 834

FEB 9 10 40 AM '77 MORTGAGE

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 8th day of February 1977, between the Mortgagor, Kevin Mitchell and Leah S. Mitchell (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 Thirty-Eight Thousand Nine Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February, 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;

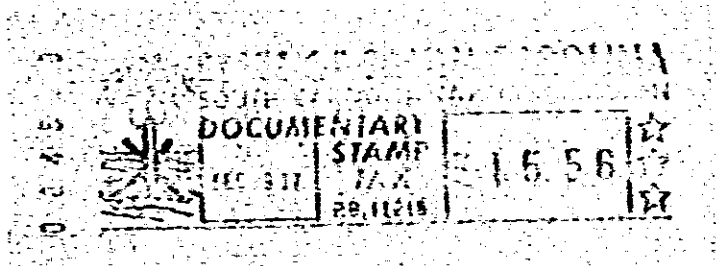
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 piece, parcel or lot of land, situate, lying and being on the northern side of Westview Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 9 of a subdivision known as Lost Valley, Section 2, plat of which is recorded in the RMC Office for Greenville County in Plat BOOK 5-P, at Page 36, and, according to said plat, has the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Westview Avenue, at the joint front corner of Lots 9 and 10, and running thence with the joint line of said lots, N. 19-50 W. 115.3 feet to an iron pin; thence S. 89-02 E. 97.2 feet to an iron pin at the joint rear corner of Lots Nos. 8 and 9, which point is in the line of a creek; running thence with the said creek S. 0-06 E. 98.5 feet to an iron pin on the northern side of Westview Avenue, at the joint front corner of Lots 8 & 9; running thence with the northern side of Westview Avenue, N. 89-09 W. 22.8 feet to a point; thence continuing with said avenue, S. 76-16 W. 36.5 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of United Development Services, Inc., of even date, to be recorded herewith.

ALSO: It is the intention to include within the terms of this mortgage the right of way over a small portion of adjoining Lot 10 for driveway purposes as stated in the deed to the mortgagor herein.



which has the address of Westview Avenue, Greenville, S. C. (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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