

FILED
GREENVILLE CO. S. C.

APR 27 4 20 PM '77

MORTGAGE

BOOK 1395 PAGE 853

DEWITT S. TANKENBLEY
CLERK

THIS MORTGAGE is made this 25th day of April 1977, between the Mortgagor, Alan R. Smoke and Susan G. Smoke (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-Four Thousand and no/100 (\$24,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2002

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 those pieces, parcels or lots of land situate, lying and being on the southwestern side of West Circle Drive in the City of Greenville, County of Greenville, State of South Carolina and known and designated as Lot No. 81 and a portion of Lot No. 82 of a subdivision known as East Lake, plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book G at Page 229 and also being property of E. B. Smith by plat recorded in Plat Book TT at Page 186 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of West Circle Drive at the joint front corner of Lots Nos. 80 and 81, which iron pin is 1,259 feet southeast from East North Street (old Spartanburg Road) and running thence along the joint line of said lots, S. 52-40 W. 182.7 feet to an iron pin; running thence S. 37-20 E. 104.5 feet to an iron pin in the rear lot line of Lot No. 82; running thence through Lot No. 82, N. 52-40 E. 164.9 feet to an iron pin; running thence N. 10-10 E. 27 feet to an iron pin on the southwestern side of West Circle Drive; running thence N. 37-20 W. 96.8 feet to an iron pin, point of beginning.

Derivation: Deed of Elizabeth B. Adams Parkhurst to Mortgagors, dated April 15, 1977 and recorded April 27, 1977 in Deed Book 1050 at Page 470.

DOCUMENTARY
SEAL/MP
TAX
09.60

which has the address of 128 W. Circle Avenue Greenville, S. C. 29607 (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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