

1404 449

Mail to:
Family Federal Savings & Loan Assn.
Drawer L
Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 15th day of July, 1977, between the Mortgagor, Brown William Case, Jr, and Lovann Case (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is #3 Edwards Bldg. 600 N. Main St., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fourteen Thousand and No/100-- Dollars, which indebtedness is evidenced by Borrower's note dated July 15, 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, 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 that piece, parcel or lot of land, with improvements thereon, or hereafter constructed situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as a Portion of the Pittman Property and fronting 85 feet on the Westerly side of Pittman Circle and having a depth of 138 feet and with a rear line of 85 feet and being shown as a Portion of the Property in the Auditor's Block Book as B-13,1-1-4.1.

THIS is the same property conveyed to the Mortgagors herein by deed of Charlotte K. Luthi dated July 15, 1977, to be recorded herewith.

RECORDED
TAX 208.4017
PR. 11216

which has the address of 20 Pittman Circle, Greenville, South Carolina (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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