

FILED
GREENVILLE CO.
NOV 29 1977

MORTGAGE

BOOK 1417 PAGE 183

THIS MORTGAGE is made this 29th day of November, 1977, between the Mortgagor, Fred M. Painter and Judy G. Painter herein "Borrower", and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 herein "Lender".

WHEREAS, Borrower is indebted to Lender in the principal sum of - - TWENTY-FOUR THOUSAND NINE HUNDRED TWENTY-SIX AND 80/100 (\$24,926.80) - - - Dollars, which indebtedness is evidenced by Borrower's note dated November 29, 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 August 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 parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greer, on the Southeast side of Clark Avenue, being known and designated as Lot No. 85 and the Northern portion of Lot No. 84 as shown on a plat of property entitled "Brookhaven" recorded in Plat Book RR page 41, and as more recently shown on a plat of property prepared for Fred M. Painter recorded in Plat Book 6-A page 85 and having, according to said latter plat, the following metes and bounds:

BEGINNING on an iron pin at the Southern corner of the intersection of Clark Avenue and Poplar Drive, and running thence with the Southern edge of Clark Avenue as follows: S 83-48 W 192.8 feet to an iron pin; S 59-41 W 67.9 feet to an iron pin; and S 35-30 W 52 feet to an iron pin, new corner on line of Lot No. 84; thence as a new line through Lot No. 84, S 54-30 E 170 feet to an iron pin; thence N 35-30 E 237.4 feet to the point of beginning.

The above described property being a portion of the same conveyed to mortgagors herein by deed of Jean O. Bailey dated September 24, 1974, recorded January 14, 1975, in Deed Vol. 1013 page 129, R.M.C. Office for Greenville County.

This mortgage is given for the purpose of correcting the property description in a prior mortgage executed by Fred M. and Judy G. Painter dated August 3, 1977, recorded in Vol. 1406 page 171.

which has the address of **Clark Avenue, Pleasant Grove,**
(Street)
South Carolina 29651 (herein "Property Address");
(State and Zip Code)

Greer,
(City)

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.