

MORTGAGE

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THIS MORTGAGE is made this 9th day of December 1977 between the Mortgagor, John F. Robinson and Diane L. Robinson (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-one thousand three hundred twenty-five and no/100 - - Dollars, which indebtedness is evidenced by Borrower's note dated December 9, 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 December 1, 2007

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 Peachtree Street (also known as Cunningham Circle), near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 13, of a subdivision known as Cunningham Acres, Section III, a plat of which is recorded in the RMC Office for Greenville County, in Plat Book 4N, at Page 73, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Peachtree Street, also known as Cunningham Circle, at the joint front corner of Lots Nos. 12 and 13, and running thence with the joint line of said lots N 3-10 W 165 feet to an iron pin; thence running N 86-50 E 100 feet to an iron pin at the joint rear corner of Lots Nos. 13 and 14; thence running with the joint line of said lots S 3-10 E 165 feet to an iron pin on the northern side of Peachtree Street; thence running with the northern side of said street S 86-50 W 100 feet to an iron pin, the point of Beginning.

This is the same property conveyed to the mortgagors herein by deed of James T. Hyatt and Jodie A. Hyatt, dated December 9, 1977, and recorded in the RMC Office for Greenville County, South Carolina on 12/9/77, in Deed Book 1069, at Page 955.

which has the address of 25 Cunningham Circle Taylors South Carolina 29687 (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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