

MORTGAGE

1118 264

THIS MORTGAGE is made this 9th day of December, 1977, between the Mortgagor, **Hartwell M. Smith, Sr. and Jane M. Smith** (herein "Borrower") and the Mortgagee, **GREEN 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 **Thirty-One Thousand Five Hundred Fifty 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, 2008**

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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the eastern side of Kimbrell Road and being known and designated as Lot No. 4 on a plat entitled "CUNNINGHAM ACRES, Section Five", prepared by W. R. Williams, Jr., dated March 21, 1975, and recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 78, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin at the joint corners of Lots 3 and 4 and running thence N.18-37 W. 15 feet to an iron pin; thence following the right-of-way of Kimbrell Road, N.04-39 W. 34 feet to an iron pin; thence continuing to follow said Road N.09-31 E. 34 feet to an iron pin; thence continuing to follow said Road, N.22-49 E. 84 feet to an iron pin; thence continuing to follow said Road, N.27-09 E. 50.2 feet to an iron pin; thence running S.21-55 E. 177 feet to an iron pin; thence running S.71-45 W. 126 feet to an located pin located at the point of beginning.

This is the same property as that conveyed to the Mortgagors herein by deed from Joint Ventures, Inc. recorded in the RMC Office for Greenville County on December 12, 1977.

The mailing address of the Mortgagee herein is P. O. Box 969, Greer, S. C. 29651.

which has the address of **Lot 4, Kimbrell Road** **Taylors**
(Street) (City)
South Carolina 29687 (herein "Property Address")
(State and Zip Code)

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.

SOUTH CAROLINA—10-4 Family—6-75—FNMA TH/MC UNIFORM INSTRUMENT

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