

MORTGAGE

THIS MORTGAGE is made this 27th day of December, 1977, between the Mortgagor, **Tony Bennett and Jill Bennett** (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 **Twelve Thousand Four Four Hundred Dollars and no/100 (\$12,400.00)**-----Dollars, which indebtedness is evidenced by Borrower's note dated **December 27, 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, 1982**.

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 pieces, parcels or lots of land situate lying and being in the State of South Carolina and the County of Greenville, in the City of Greer, and being known and designated as all of Lot 11 and portion of Lot 10 as shown on a plat of Westmoreland Circle by W. J. Riddle on December, 1921 and amended by H. S. Brockman on March 12, 1929 and duly recorded in Plat Book H at Page 144 and having the following metes and bounds to-wit:

BEGINNING on the bank of the intersection of W. Arlington Avenue and Lanford Street and running thence N. 17-40 E. 113.2 feet; thence S. 72-20 E. 67.4 feet; thence S. 18-10 W. 10.8 feet; thence S. 72-40 E. 17.4 feet; thence S. 18-28 W. 146.1 feet to the bank of W. Arlington Avenue thence along the bank of W. Arlington Avenue N. 57-00 W. 87 feet to the beginning corner.

THIS conveyance is subject to all restrictions, easements, and rights of way of record. This conveyance is the identical property conveyed to Tony Bennett and Jill Bennett by deed of Bankers Trust of South Carolina as executor of the estate of Fred L. Crow on December 27, 1977 and duly recorded in Deed Book 1070 at page 820 on December 28, 1977 in the R.M.C. Office for Greenville County.

which has the address of **502 W. Arlington Avenue, Greer, South Carolina**
(Street) (City)
29651
(State and Zip Code) (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.

SOUTH CAROLINA—1974 Family—6-75—ENMATHINC UNIFORM INSTRUMENT

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