

MORTGAGE

THIS MORTGAGE is made this 16th day of January, 1978, between the Mortgagor, Kerry L. Avant and Elizabeth S. Avant, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty thousand five hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 16, 1978, (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

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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 lot of land in the State of South Carolina, County of Greenville, City of Greenville, situate on the northern side of Brookside Way, shown as Lot No. 1 on property of J. Louis Coward Construction Company and M. G. Proffitt, Inc., recorded in Plat Book X at page 181 and being further described as follows:

Beginning at an iron pin on the northern side of Brookside Way at the joint front corner of Lots 1 and 2 and running thence with the line of Lot No. 2 N. 12-47 W. 110 feet to an iron pin; thence N. 2-35 W. 55 feet to an iron pin; thence N. 39-46 E. 15.2 feet to the southwestern side of a 10 foot strip reserved for utilities; thence with the said strip N. 54-40 W. 30 feet to an iron pin; thence S. 30.24 W. 246.2 feet to an iron pin on Brookside Way; thence with the northern side of Brookside Way N. 88-32 E. 41 feet; N. 82-44 E. 70.2 feet; N. 79-48 E. 56.3 feet to the point of beginning.

This is the same property conveyed to the mortgagors by Jan G. Schipper and Dorothy N. Schipper by deed of even date herewith, to be recorded.

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South Carolina Federal Savings & Loan Association
~~1500 Hampton Street~~
~~Columbia, SC~~
 P. O. Box 937, Greenville, S.C.29602

which has the address of 115 Brookside Way, Greenville, S.C. 29605 (herein "Property Address");
[Street] [City] [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.

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