

P. O. Box 10148
Greenville, S. C. 29603

1422

MORTGAGE

THIS MORTGAGE is made this 30th day of January 1978, between the Mortgagor, John B. Badenoch and Mary W. Badenoch (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 10148 Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-seven thousand nine hundred Dollars, which indebtedness is evidenced by Borrower's note dated January 30, 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 January 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, situate, lying and being on the northeastern side of Carolina Avenue, City and County of Greenville, South Carolina, being shown and designated as Lot 2, Block F, Section 3, on a Plat of EAST HIGHLANS ESTATES, recorded in the RMC Office for Greenville County in Plat Book K, at Page 36, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the northeastern side of Carolina Avenue, joint front corner of Lots land 2, said iron pin being 87.5 feet south of the intersection of Carolina Avenue and Wait Street, and running thence with the common line of said Lots, N 66-30 W, 175 feet to an iron pin; thence with the rear line of Lot 2, S 32-00 E, 80 feet to an iron pin, joint rear corner of Lots 2 and 3; thence with the common line of said Lots, S 67-17 W, 175 feet to an iron pin on the northeastern side of Carolina Avenue; thence with said Avenue, N 32-15 W, 78 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Walter Harry Wickliffe, dated January 30, 1978, to be recorded simultaneously herewith.

which has the address of 105 Carolina Avenue Greenville,
[Street] [City]
S. C. 29607 (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.

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