

PLEASE MAIL

1422-035

Mail to:

Family Federal Savings & Loan Assn.  
Drawer L  
Greer, S.C. 29651

MORTGAGE

THIS MORTGAGE is made this 9th day of February 1978, between the Mortgagor, H. Allen Ray and Penny B. Ray (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 713 Wade Hampton Blvd. Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Four Thousand Five Hundred (\$34,500.00) and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 9, 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 February 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 piece, parcel or lot of land lying, being and situate on Gail Avenue, about 3 miles Northwest of Greer, in O'Neal Township, and being known and designated as Lot No. Thirty-Eight (38) of Valleyhaven Acres, Section 4, of the W. Dennis Smith property as shown on plat prepared by John A. Simmons, R.L.S., dated July 15, 1960 and which plat has been recorded in the R.M.C. Office for said County in Plat Book MM, Page 167. For a more particular description, see the aforesaid plat.

The above described property is subject to the Restrictive Covenants as are more particularly set forth in written instrument of W. Dennis Smith dated July 20, 1960 and which instrument has been recorded in said R.M.C. Office in Deed Book 657, Page 115.

DERIVATION: See Deed of Raymond Gary Smith, dated April 24, 1964 and recorded in Deed Book 747, Page 424, and deed of George Lamar Hammond to Mortgagors herein, to be recorded herewith.

which has the address of Rt. 7 Greer South Carolina (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 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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