

Loan #4542

FILED
GREENVILLE CO. S. C.

BOOK 1429 PAGE 685

APR 21 12 25 PM '78

MORTGAGE

THIS MORTGAGE is made this 11th day of April 19.78., between the Mortgagor Charles W. Davis, Jr. (herein "Borrower"), and the Mortgagee, WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 206 South Main Street, Woodruff, S. C. 29388 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Two Thousand and no/100 (\$32,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 11, 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 April 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 the East side of Gail Avenue, about three miles Northwest of Greer, in Oneal Township, County and State aforesaid, and being known and designated as Lot No. Sixty-eight (68) of Valleyhaven Acres, Section 4 of the W. Dennis Smith property as shown on plat prepared by John A. Simmons, Reg. Surveyor, 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. This being the same property which was conveyed to mortgagor herein by Larry O. Plemmons by deed recorded in said office on May 28, 1971 in Deed Book 916, page 423. For a more particular description see the aforesaid plat.

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which has the address of Gail Avenue Greer,
[Street] [City]
S. C. 29651 (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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