

JUL 31 10 28 AM '78
DONNIE S. TANKERSLEY
R.H.C.

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

MORTGAGE

BOOK 1439 PAGE 892

THIS MORTGAGE is made this 28 day of July 19 78, between the Mortgagor, LINDA J. ACKER (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 FORTY ONE THOUSAND SIX HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 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 northern side of West Park Avenue, in the City of Greenville, County of Greenville, State of South Carolina and known and designated as Lot No. 33 of a subdivision of the Property of Cleveland & Williams, plat of which is recorded in the RMC Office for Greenville County in Plat Book B at Page 5 and according to said plat has the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of West Park Avenue (formerly Carrier Street) joint front corner of Lots 32 and 33; running thence with the northern side of West Park Avenue, S. 76 E., 62 feet to an iron pin on a fourteen foot alley; running thence with the alley, N. 14 E., 150 feet to an iron pin; running thence N. 76 W., 62 feet to the joint rear corner of Lots Nos. 32 and 33; running thence S. 14 W., 150 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor by Deed of Sarah W. Bruin recorded July 31, 1978 in Deed Book 1084 at Page 197, RMC Office for Greenville County.

ALSO:

ALL that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina being known and designated as Lots Nos. 27 and 28 on Carlton Ave. of the Property of Fallis Realty Co. on a plat made by W.M. Rast, Engineer, March 1929 and recorded in the RMC Office for Greenville County in Plat Book H at Page 145 and 146 and having according to said plat the following metes and bounds, courses and distances to wit: BEGINNING at a point on Carlton Avenue at the joint front corner of Lots No. 26 and 27 and running thence with the line of Lot No. 26, S. 65 E., 200 feet to the joint rear corner of Lots Nos. 26 and 27; thence S. 35 W., 50 feet to the joint rear corner of Lots Nos. 28 and 29; thence with the line of Lot No. 28, S. 65 W., 200 feet to a point on Carlton Ave.; thence with Carlton Aven., S. 35 E., 50 feet to the point of beginning. This is the same property conveyed to the mortgagor by Deed of Louise D. Smith recorded November 18, 1977 in Deed Book 1068 at Page 693, RMC Office for Greenville County.

ALSO:

ALL that certain piece, parcel or lot of land in the State and County aforementioned (CONTINUED) which has the address of 108 W. Park Avenue Greenville, South Carolina (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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