

MORTGAGEE'S ADDRESS:
P.O. Box 10148
Greenville, S.C.
29603

GREENVILLE CO. S.C.
29615
MORTGAGE

no 1440 in 292

THIS MORTGAGE is made this 2nd day of August, 1978, between the Mortgagor, James R. Smith, Jr. and Diane E. Smith (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is 500 East Washington Street, Greenville, S.C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-One Thousand Nine Hundred & No/100 (\$51,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 2, 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 August 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 with the buildings and improvements thereon, situate, lying and being at the southwesterly intersection of Hillsborough Drive and Merrifield Drive, near the City of Greenville, S. C., being known and designated as Lot No. 52 on plat of MERRIFIELD PARK, as recorded in the RMC Office for Greenville County in Plat Book 000, Page 177, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Hillsborough Drive, said pin being the joint front corner of Lots 52 and 53, and running thence with the common line of said lots S 19-00 W 180 feet to an iron pin, the joint rear corner of Lots 52 and 53; thence S 71-00 E 190.4 feet to an iron pin on the westerly side of Merrifield Drive; thence with the westerly side of Merrifield Drive N 5-59 E 58.5 feet to an iron pin; thence N 1-20 E 103.8 feet to an iron pin; thence along the curve of Hillsborough Drive and Merrifield Drive, the chord of which is N 34-50 W, 40.4 feet to an iron pin on the southwesterly side of Hillsborough Drive; thence with the southwesterly side of Hillsborough Drive N 71-00 W 113 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Daniel W. Conn and Laura C. Conn, to be executed and recorded of even date herewith.

which has the address of 302 Merrifield Drive, Greenville, S. C. 29615 (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.

GC70 1 A1.379 710

3.5001

020

4328 RV-2