

GREENVILLE CO. S.C.
NOV 21 11 39 AM '78

MORTGAGE

THIS MORTGAGE is made this 14th day of November, 1978, between the Mortgagor, James F. Carter, Jr., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty eight thousand 00/100 (\$38,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 14, 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 1st December, 2003

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 1.345 Acres on a plat entitled James F. Carter, Jr., made by C. O. Riddle, Registered Licensed Surveyor, dated November, 1978, recorded in the RMC Office for Greenville County, S.C., in Plat Book 6X Pg. 39, having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin, the center of the end of Penn Street, with said pin being approximately 449.2 feet from the intersection of Penn Street and Tallulah Drive, which pin is located at the joint center of Penn Drive, which is herein mortgaged and property now or formerly of Jack L. Frasher, Jr.; thence running with joint line, N. 26-13 W., 125.4 feet to an iron pin; thence S. 58-36 W., 472.8 feet to an iron pin; thence S. 31-32 E., 126 feet; thence N. 58-31 E., 229.3 feet; thence N. 58-19 E., 207.17 feet; thence N. 59-22 E., 24.85 feet to a nail and cap, the point and place of beginning.

This being the same property conveyed to mortgagor by deed, dated 2-26-71 recorded in the RMC Office for Greenville County, S.C., in Deed Book 209 at Page 423, *from John C. Dunbar.*

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which has the address of 120 Penn Street Greenville, 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 seized 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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