

# MORTGAGE

THIS MORTGAGE is made this 22 day of November, 1978, between the Mortgagor, Harold O. Mims, Jr., and Dorothy B. Mims, (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 Eleven Thousand Two Hundred and Fifty and No/100 (\$11,250.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 22, 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 December 1, 1983.....;

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 situate, lying and being in the County of Greenville, State of South Carolina, located on Paris Mountain, being shown as Lot 28 on a plat of Halloran Heights, Map 3, which plat is recorded in the REC Office for Greenville County in Plat Book EE, Page 83, and having the following metes and bounds as shown thereon, to wit:

BEGINNING at a point on the northern side of Woodhaven Drive at the joint front corner of Lots 27 and 28 and running with the common line of said lots, N. 5-32 E., 214.5 feet to a point at the joint rear corner of Lots 24, 25, 27, and 28; thence turning and running with the common line of Lots 24 and 28, S. 83-35 E., 209 feet to a point on the western side of Audubon Road; thence turning and running with said Road, S. 5-52 W., 202.3 feet to a concrete monument along Audubon Road; thence with the curvature of the intersection of Audubon Road and Wood haven Drive, the chord of which is S. 53-08 W., a distance of 38.9 feet to a point of beginning and having, according to said plat, 1.08 acres.

This is a portion of the property conveyed to the grantor herein by deed of Eunice C. Harrell, recorded in Deed Book 1092 at page 767 in the REC Office for Greenville County on November 30, 1978.

This property is more correctly and particular shown on the Plat of Harold O. Mims, Jr., and Dorothy B. Mims located in Plat Book 6-X Page 63 of the REC Office for Greenville County than on the Plat of Halloran Heights mentioned hereinabove.

which has the address of Lot 64, Audubon Road, 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 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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