

GREENVILLE CO. S. C.

FEB 9 11 50 AM '79

MORTGAGE

2-1979 125

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 8th day of February 1979 between the Mortgagor DR. MARTIN L. SCHLEIN (herein "Borrower"), and the Mortgagee SOUTH CAROLINA FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of UNITED STATES OF AMERICA, whose address is Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY FIVE THOUSAND TWO HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated FEBRUARY 8, 1979 herein "Note", providing for monthly installments of principal and interest, with the balance of the indebtedness if not sooner paid, due and payable on FIRST (1st) March, 2009:

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, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, NEAR THE CITY OF GREENVILLE, ON THE SOUTHERLY SIDE OF MERRIFIELD COURT, BEING KNOWN AND DESIGNATED AS LOT NO. 102 ON PLAT ENTITLED "FINAL PLAT REVISED, MAP NO. 1, FOXCROFT, SECTION II", AS RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, S. C., IN PLAT BOOK 4-N AT PAGES 36 AND 37, AND HAVING ACCORDING TO SAID PLAT THE FOLLOWING METES AND BOUNDS, TO-WIT:

BEGINNING AT AN IRON PIN ON THE SOUTHERLY SIDE OF MERRIFIELD COURT, SAID PIN BEING THE JOINT FRONT CORNER OF LOTS 101 AND 102, AND RUNNING THENCE WITH THE COMMON LINE OF SAID LOTS, S. 16-04 E., 199.5 FEET TO AN IRON PIN, THE JOINT REAR CORNER OF LOTS 102 AND 101; THENCE N. 84 E. 75 FEET TO AN IRON PIN, THE JOINT REAR CORNER OF LOTS 102 and 103; THENCE WITH THE COMMON LINE OF SAID LOTS N. 3-09W. 199.1 FEET TO AN IRON PIN ON THE SOUTHERLY SIDE OF MERRIFIELD COURT; THENCE WITH THE SOUTHERLY SIDE OF MERRIFIELD COURT, S. 86-14 W. 60 FEET TO AN IRON PIN; THENCE CONTINUING WITH SAID COURT S. 79-26 W. 60 FEET TO AN IRON PIN, THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY CONVEYED TO THE MORTGAGOR BY DEED OF LILLIAN W. ELDER OF EVEN DATE TO BE RECORDED HEREWITH:

which has the address of 106 MERRIFIELD COURT, 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 hereinafter 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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