

GREENVILLE CO. S. C.

MORTGAGE

1451-245

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CONNIE S. TANKERSLEY

THIS MORTGAGE was made this 9th day of February 1979 between the Mortgagor, W. THOMAS MUNDY, JR. and MILDRED U. MUNDY (herein "Borrower"), and the Mortgagee, 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 Twenty Five Thousand and no/100 (\$25,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 9, 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 March 1, 2004

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 on the northwesterly side of Cliffwood Court, near the City of Greenville, S. C., and being designated as Lot No. 367, on Map No. 6 of Sugar Creek as recorded in the RMC Office for Greenville County, S. C., in Plat Book 6H, Page 63, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Cliffwood Court, joint front corner of Lots 367 and 368 and running thence along the common line of said lots N. 53-55 W. 140 feet to an iron pin; thence N. 89-47 W. 62.91 feet to an iron pin, joint rear corner of Lots 366 and 367; thence along the common line of said lots S. 9-25 E. 157.70 feet to an iron pin on Cliffwood Court; thence along Cliffwood Court on a curve the chord of which is S. 84-11 E. 39.42 feet; thence continuing along said Court on a curve the chord of which is N. 73-34 E. 73.03 feet to an iron pin; thence continuing with said Court N. 36-05 E. 69.58 feet to an iron pin, the point of BEGINNING.

This is the same property conveyed to the mortgagors herein by deed of Cothran & Darby Builders, Inc. of even date herewith to be recorded.

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which has the address of Lot 367, Sugar Creek, 108 Cliffwood Court, Greenville, South Carolina 29651 (herein "Property Address") (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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