

FILED  
GREENVILLE CO. S.C.  
FEB 21 11 10 AM '79  
SOUTH CAROLINA

HAYNSWORTH, TERRY, PRINCE,  
MANN & JENSEN, ATTORNEYS

1457 PAGE 950

**MORTGAGE**

**THIS MORTGAGE** is made this 21st day of February 1979, between the Mortgagors, Timothy M. O'Neil and Marilyn J. O'Neil, (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America whose address is 500 East Washington Street, Greenville, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-nine thousand and No/100ths (\$69,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 21, 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 February 1, 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 on the northwesterly side of Silver Pine Court, near the City of Greenville, S.C., being known and designated as Lot no. 315 on plat entitled "Map No. 1, Section I, Sugar Creek" as recorded in the RMC Office for Greenville County, S.C., in Plat Book 5D, page 18 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Silver Pine Court, said pin being the joint front corner of Lots 314 and 315 and running thence with the common line of said lots N 67-03-58 W 143.92 feet to an iron pin, the joint rear corner of Lots 314 and 315; thence S 26-27-02 W 104.06 feet to an iron pin, the joint rear corner of Lots 315 and 316; thence with the common line of said lots S 52-15-37 E 167.11 feet to an iron pin on the northwesterly side of Silver Pine Court; thence with the northwesterly side of Silver Pine Court N 37-44-23 E 65 feet to an iron pin; thence continuing with said Court on a curve, the chord of which is N 07-44-23 E 50 feet to an iron pin; thence continuing with said Court on a curve the chord of which is N 00-20-13 E 38.42 feet to an iron pin, the point of beginning.

THIS being the same identical property conveyed unto the mortgagors herein by deed of The Kroger Co. dated February 13, 1979, recorded February 21, 1979, of record in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 1297 at page 126. (Special Warranty Deed)

which has the address of 109 Silver Pine Court Greer  
S.C. 29651 (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 shall defend, hold, defend and pay 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

4328 (RV.2)