

FILED
GREENVILLE CO. S. C.

VCL 1404 PAGE 384

MORTGAGE

APR 26 11 35 AM '79

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 20th day of April 1979, between the Mortgagor, Melvin D. Sutton and Mary A. Sutton (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

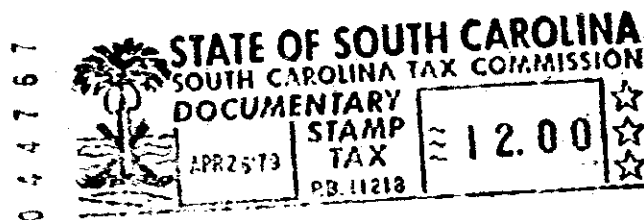
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 20, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 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 those pieces, parcel or lots of land situate, lying and being on the southern and eastern sides of Knollwood Court in Greenville County, South Carolina being shown and designated as Lots No. 1 and 2 on a plat of Knollwood Court, Property of Fountain Inn Investors, Inc., made by R.B. Bruce, Surveyor, dated June 23, 1959, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book MM, Page 174 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Knollwood Court at the joint front corner of lots nos. 2 and 3 and running thence with the common line of said lots, S. 34-55 W. 168.6 feet to a point; thence along the line of property now or formerly owned by Forrest M. Younts, N. 50-37 W. 90 feet to an iron pin at the joint rear corner of lots nos. 1 and 2; thence along the rear line of lot no. 1, N. 50-37 W. 104 feet to a point on the eastern side of Knollwood Court; thence with the eastern and southern sides of Knollwood Court the following courses and distances: N. 41-58 E. 134 feet to a point; thence on a curve the chord being N. 68-56 E. 22.9 feet to a point; thence S. 57-05 E. 70 feet to a point; thence S. 57-05 E. 89.5 feet to the point of beginning.

The above property is the same property conveyed to Melvin D. Sutton and Mary A. Sutton by deed of Gerald R. Glur of even date to be recorded herewith.



which has the address of 102 Knollwood Court Fountain Inn, S. C. 29644 (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 seised 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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