

RECORDED
GREENVILLE CO. S.C.
JUL 27 4 16 PM '79
DONNIE S. TANKERSLEY
R.H.C.

1414 833

MORTGAGE

THIS MORTGAGE is made this 27th day of July, 1979, between the Mortgagor, Alan H. Davies and Kathleen A. Davies (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 500 East Washington Street, Greenville, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Fifty-Four Thousand and No/100 (\$54,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 27, 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 July 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 at the Southerly intersection of Sugar Creek Road and Cliffwood Lane near the City of Greenville, South Carolina, being known and designated as Lot No. 374 on a plat entitled "Map No. 6, Sugar Creek," as recorded in the RMC Office for Greenville County, South Carolina, Plat Book 6-H at Page 63, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeasterly side of Sugar Creek Road, said pin being the joint front corner of Lots No. 374 and 375 and running thence with the Southeasterly side of Sugar Creek Road, North 52-38 East 110 feet to an iron pin at the Southerly intersection of Sugar Creek Road and Cliffwood Lane, thence with said intersection South 82-22 East 35.35 feet, to an iron pin on the Southwesterly side of Cliffwood Lane thence with the Southwesterly side of Cliffwood Lane South 37-22 East 125 feet to an iron pin, the joint front corner of Lots No. 373 and 374, thence South 52-38 West 135 feet to an iron pin, the joint rear corner of Lots No. 374 and 375, thence with the common line of said lots North 37-22 West, 150 feet to an iron pin the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of M.G. Proffitt, Inc. as recorded in Deed Book 1108 at Page 55, in the RMC Office for Greenville County, S.C. on July 27, 1979.

which has the address of Lot 374, Sugar Creek S/D, Greer, S.C. 29651 (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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