

FILED
CO. S. C.
3 46 AM '79
GP.
6000

MORTGAGE

1415 037

THIS MORTGAGE is made this 10th day of August 1979 between the Mortgagor, Foothills Delta P, Inc. (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States whose address is P. O. Box 10148, Greenville, S. C. 29603 (herein "Lender").

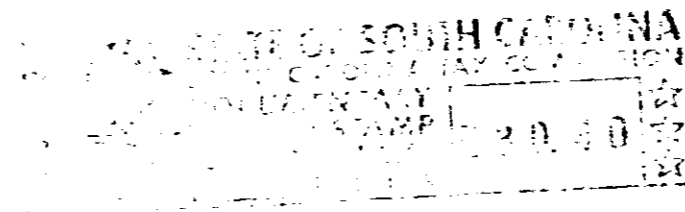
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-six Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 10, 1979 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2005

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 piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, and being shown as Lot 38 on plat of Oakfern Section Two, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at page 53, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Oakfern Court, and the joint front corner of Lots 37 and 38, and running with the common line of said lots, N. 83-39 E. 156.38 feet to a point, joint rear line of said lots; thence with the rear line of Lot 38 N. 6-58 W. 162.79 feet to a point, joint rear corner of Lots 38 and 39; thence with the common line of said lots, S. 64-39 W. 163.8 feet to a point on Oakfern Court; thence with Oakfern Court S. 2-39 W. 45.36 feet to a point; thence continuing with said Court S. 12-24 E. 66.98 feet to the point of beginning.

This is the same property conveyed to the Mortgagor by deed of Edward H. Hembree Builders, Inc. dated August 10, 1979, recorded herewith.



which has the address of Lot 38 Oakfern Court, Greenville, S. C. (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.

0687
4328 RV.2