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SPENCERSLEY

VL 1411-218

MORTGAGE

THIS MORTGAGE is made this 16th day of August, 1979, between the Mortgagor, Marvin B. Sutton and Linda L. Sutton, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty three thousand eight hundred sixty nine & 42/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 16, 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 September 1, 2003.....;

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, with all buildings and improvements situate, lying and being on the southern side of Dove Tree Road, in Greenville County, South Carolina and being shown and designated as Lot No. 83 on Sheet No. 2 of DOVE TREE, made by Piedmont Engineers and Architects, dated May 18, 1972, revised March 29, 1973, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book 4-X, Pages 21 thru 23, reference to which is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to the Mortgagors by deed of J. W. Roberts to be recorded herewith, which property has according to the above mentioned plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Dove Tree Road at the joint front corners of Lots Nos. 84 and 83 and running thence with the common line of said lots, S. 27-49 E., 135.6 feet to an iron pin; thence along the line of Lot No. 87, S. 20-50 W., 105.1 feet to an iron pin; thence N. 86-54 W., 30 feet to an iron pin; thence along the line of Lot No. 82, N. 19-04 W., 213.7 feet to a point on Dove Tree Road; thence along the southern side of Dove Tree Road, N. 56-57 E., 105 feet to the point of beginning.

[Faint, illegible text, possibly a signature or stamp]

which has the address of 212 Dove Tree Road Greenville, South Carolina 29607 (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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