

MORTGAGE

THIS MORTGAGE is made this 24th day of August 1979 between Mortgagor, Dat C. Nguyen and Nru-Y T. Hau (herein "Borrower") and the Mortgagee, Carolina Federal Savings and Loan Association a corporation organized and existing under the laws of South Carolina whose address is 500 East Washington St. (P.O. Box 10148), Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$48,000.00 (Forty Eight Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 24, 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 August 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: on the northeast corner of McCarter Avenue and Drexel Avenue, near the City of Greenville, in Butler Township, Greenville County, State of South Carolina, being shown as Lot 36 on a plat of Lake Forest Heights, recorded in Plat Book GG, at Page 953, and being more particularly described according to a survey made by J. C. Hill, dated April 16, 1959, and according to said plat being described as follows:

Beginning at an iron pin on the eastern side of Drexel Avenue, front corner of Lot 35, and running thence with the line of said Lot S. 87-16 E. 198.8 feet to an iron pin; thence S. 3-29 W. 144.1 feet to an iron pin on the eastern side of McCarter Avenue; thence with McCarter Avenue S. 87-22 W. 101.6 feet to a point; thence still continuing with said McCarter Avenue, N. 73-20 W. 75 feet to a point at corner of the intersection of McCarter Avenue and Drexel Avenue; thence with the curve of the intersection, the chord of which is N. 35-18 W. 39.5 feet to a point on the eastern side of Drexel Avenue; thence with said Avenue N. 2-44 E. 105 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Jesse Thomas Cox recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1076, Page 579, April 5, 1978.

which has the address of 15 Drexel Avenue Greenville, S. C. 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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