

FILED
GREENVILLE S.C.

2 51 PM '79 MORTGAGE

V 1419 TAB 230

DONNY TANNERSLEY

THIS MORTGAGE is made this 31st day of August 1979, between the Mortgagor, William H. Stephens, Mildred H. Stephens, Kenneth L. Hibbard, and M. Anita Hibbard (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, Greenville, S.C., a corporation organized and existing under the laws of United States of America whose address is P. O. Box 10148 Greenville, South Carolina 29603 (herein "Lender").

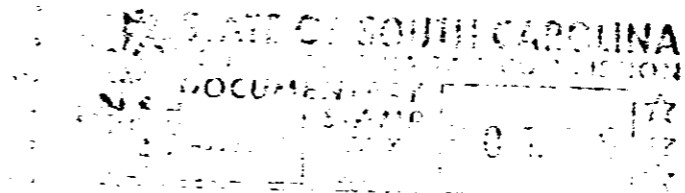
WHEREAS, Borrower is indebted to Lender in the principal sum of Nineteen Thousand, Four Hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1999

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 on the southern side of Amber Drive, formerly known as Fairview Avenue, near the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot 8 of Block K on plat of East Highlands Estates made by Dalton and Neves, Engineers, February, 1941, recorded in the RMC Office for Greenville County, South Carolina in Plat Book K, Pages 79 and 80 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Amber Drive at the joint front corner of Lots 6 and 8 as shown on Block K and running thence with the line of Lot 6, S 7-13 E 167.9 feet to an iron pin on the northern edge of a five-foot strip of land reserved for utilities; thence with the northern edge of the five-foot strip of land reserved for utilities S 73-00 W 41.9 feet to an iron pin; thence continuing with said reserved strip S 82-47 W 28.8 feet to an iron pin at the corner of Lot 10; thence with line of Lot 10, N 7-13 W 175 feet to an iron pin on the southern side of Amber Drive; thence with the southern side of Amber Drive N 82-47 E 70 feet to the beginning corner.

DERIVATION: This being the same property conveyed to Mortgagors by deed of June William Eaton, Jr. as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1110, Page 609, on August 31, 1979



which has the address of 11 Amber Drive 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 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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