

FILED
GREENVILLE CO. S.
AUG 2 3 16 PM '79
DONNIE S. TANKERSLEY
R.M.C.

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MORTGAGE
S. C.
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R.M.C.

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500: 1484 PAGE 637

THIS MORTGAGE is made this 1st day of August 1979, between the Mortgagor, ILLA K. PINYAN ASLEY (herein "Borrower"), and the Mortgagee, Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated August 1, 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, 2004.

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 eastern side of McDaniel Avenue, in the City of Greenville, Greenville County, South Carolina, being portions of Lots Nos. 1 and 2 on PLAT NO. 2, PROPERTY OF W. C. CLEVELAND, recorded in the RMC Office for Greenville County, in Plat Book H, page 289, and having according to a plat of the PROPERTY OF ILA K. PINYAN, made by Freeland & Associates, Engineers, dated July 27, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of McDaniel Avenue at the joint front corners of Lots Nos. 2 and 3 (said iron pin being located 410 feet south of the intersection of McDaniel Avenue with Woodland Way), and running thence, S. 89-51 E., 273.39 feet to an iron pin; thence along the line of Lot No. 7, S. 0-13 W., 80.56 feet to an iron pin in the line of Lot No. 1; thence N. 88-09 W., through Lot No. 1 (and excluding a portion of Lot No. 2) 290.34 feet to an iron pin on McDaniel Avenue (said iron pin being located approximately 85.8 feet from the intersection thereof with Belmont Avenue); thence along the eastern side of McDaniel Avenue, N. 13-23 E., 73.92 feet to an iron pin, the point of beginning.

The above property is the same conveyed to the Mortgagor by deed of James W. Harrell to be recorded simultaneously herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
\$ 16.09

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which has the address of 215 McDaniel Avenue, Greenville (City) S. C. 29601 (herein "Property Address"); (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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