

Carolina Federal Savings and Loan Association
P. O. Box 10148
Greenville, SC 29603

MAIL TO
GADDY & DAVENPORT
P. O. BOX 10267
GREENVILLE, S. C. 29613

MORTGAGE

S. C. 1484 012

30 OCT '79

THIS MORTGAGE is made this 18th day of October 1979, between the Mortgagor, Joseph L. Payne, III and Carol H. Payne (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of South Carolina whose address is 500 East Washington Street, P.O. Box 10148, Greenville, S.C. 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Six Thousand Five Hundred & No/100 (\$36,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 18, 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 October 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 certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the North side of West Earle Street, being shown as Lot A and a portion of Lot B on Map 6 of Property of Mountain City Land and Improvement Co., recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book WW, Page 604, and having according to a survey made by Dalton & Neves, October, 1931, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of West Earle Street, said pin being 226 feet West from the Northwest corner of the intersection of West Earle Street and Wilton Street, and running thence N. 6-47 E. 200 feet to an iron pin on the South edge of a 16-foot alley; thence along said alley, N. 83-13 W. 100 feet to an iron pin; thence S. 6-47 W. 200 feet to an iron pin on the North side of West Earle Street; thence along West Earle Street, S. 83-13 E. 100 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Luther O. Davis and Lucille D. Holder, as Executors under the Last Will and Testament of Zora R. Davis, Deceased, of even date and to be recorded herewith in the R.M.C. Office for Greenville County, S. C.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
1484

which has the address of 210 West Earle Street, Greenville, South Carolina, 29609 (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.

SOUTH CAROLINA - 1 to 4 Family - 6/75 - FKMA/FHMC UNIFORM INSTRUMENT
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MORTGAGE

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