

S. C.
OCT 22 PM '79
WASLEY

MORTGAGE

THIS MORTGAGE is made this 18 day of OCTOBER, 1979 between the Mortgagor, KERRY L. AVANT & ELIZABETH S. AVANT, (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").

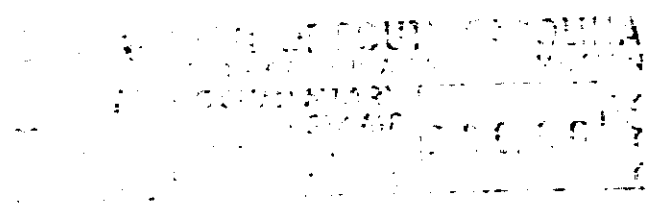
WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY FIVE THOUSAND (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 18, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2010.....;

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 in the county of Greenville, state of South Carolina, being known and designated as Lot No. 45 as shown on plat of COLLINS CREEK, SECTION TWO, recorded in the RMC Office for Greenville County, S. C., in plat book 7-C page 57, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northeast side of Collins Creek, the joint front corner of Lots 45 & 46; thence with the joint line of said lots N. 20-47 E. 269.97 feet to an iron pin in line of property of Babbs Hollow Development Co.; thence with line of said property N. 55-59 E. 70.42 feet to an iron pin; thence turning S. 53-33 E. 113.04 feet to an iron pin; thence S. 20-46 W. 308.98 feet to an iron pin on the northeast side of Collins Creek; thence with the northeast side of said street N. 65-45 W. 63.97 feet to an iron pin; thence N. 63-48 W. 85.98 feet to the point of beginning.

This is the same property conveyed to mortgagor by Babbs Hollow Development Company, a South Carolina General Partnership, by deed of even date herewith.



which has the address of Lot 45, Collins Creek, COLLINS CREEK, SEC TWO, GREENVILLE S.C. (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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