

FILED
GREENVILLE CO. S. C.
Nov 7 10 17 AM '79
DONNIE S. TANKERSLEY
R.M.C.

REC-1487 PAGE 474

MORTGAGE

THIS MORTGAGE is made this 6th day of November, 1979, between the Mortgagor, Daniel J. Millard and Ellen Millard, (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 Sixty-three Thousand ~~Nine Hundred and No/100~~ Dollars, which indebtedness is evidenced by Borrower's note dated November 6, 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, 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 76 on plat of Brookfield West, Section 1, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C, at page 19 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Lynchester Road at the joint front corner of Lots 76 and 77, and running with said Road N. 86-27 E. 95.28 feet to a point; thence with the curve of Lynchester Road, the chord of which is N. 51-18-55 E., 42.06 feet to a point, joint front corner of Lots 75 and 76; thence with the common line of said lots, N. 13-49 W. 167.00 feet to a point, joint rear corner of said lot; thence with the rear line of Lot 76 S. 38-25 W. 100.00 feet to a point, joint rear corner of Lots 76 and 77; thence with the common line of said lots S. 03-33 E. 191.46 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed of Dee Smith Co., Inc. and The Vista Co., Inc. by deed of even date recorded herewith.

RECORDS SECTION
STATE OF SOUTH CAROLINA
DOCUMENTARY
NOV 23 1979

which has the address of Lot 76 Brookfield West, Sec. 1 Greenville
(Street) (City)
S. C. (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 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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