

FILED
GREENVILLE CO. S.C.

NOV 15 4 48 PM '79

DONNE STANNERSLEY
R.M.C.

1493 115

MORTGAGE

THIS MORTGAGE is made this 13th day of November,
1979, between the Mortgagor, James P. Boynton

(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 Twenty-Seven Thousand Two Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 13, 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 December 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, lying and being situate in Greenville County, State of South Carolina, being shown and designated as Lot No. 12 and a portion of Lot 11 on plat entitled "Property of James P. Boynton" as recorded in Plat Book 75 at Page 10, in the RMC Office for Greenville, S.C., and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Southern end of McNeill Court; said pin being approximately 469.1 feet from the intersection of McNeill Court and Wilton Street; running thence S. 8-46 W. 111.3 feet to an iron pin; thence N. 79-29 W. 179.7 feet to a 3-Foot Sweet Gum Tree; thence N. 61-40 E. 138.5 feet to an iron pin; thence N. 54-15 E. 15.0 feet to an iron pin; thence S. 16-39 E. 2.1 feet to an iron pin; thence with the chord of McNeill Court S. 72-37 E. 34.9 feet to an iron pin; thence with the chord of McNeill Court N. 59-19 E. 29.9 feet to the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of Charles H. Ashmore, Ronald Charles Ashmore, Annelle Ashmore Shealy, Beverly Ashmore and John Heyward Ashmore as recorded in Deed Book 1044 at Page 206, in the RMC Office for Greenville County, S.C., on October 7, 1976.

which has the address of 19 McNeal Court Greenville
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 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.

GCTO --- 1 NOV 15 79 937

4.0001

5
4
4
0

4328 RV.2