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MORTGAGE

BOOK 1490 PAGE 279

THIS MORTGAGE is made this 3rd day of December 1979, between the Mortgagor, JAMES L. DAVIS, JR. and HELEN STILL DAVIS, (herein "Borrower"), and the Mortgagee,

CAROLINA FEDERAL SAVINGS & LOAN ASSOCIATION Corporation organized and existing under the laws of South Carolina whose address is Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-NINE THOUSAND SIX HUNDRED SIXTY-SEVEN & 35/100-Dollars, which indebtedness is evidenced by Borrower's note dated December 3, 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 November 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 all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 16 of a subdivision known as Northside Gardens according to a plat thereof prepared by Dalton & Neeves, Engineers, November, 1946, and recorded in the R.M.C. Office for Greenville County in Plat Book S, at Pages 16 and 17 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Batesview Drive at the joint front corner of Lot Nos. 15 and 16 and running thence with the joint line of said lots S. 57-09 W. 228.3-feet to an iron pin in the line of Lot No. 34; thence with the line of Lot Nos. 34 and 33 N. 35-45 W. 80.1-feet to an iron pin at the joint rear corner of Lots 17 and 16 and running thence with the joint line of said lots N. 57-09 E. 232.4-feet to an iron pin on the Southwestern side of said Batesview Drive, joint front corner of Lot Nos. 16 and 17; thence with the Southwestern side of Batesview Drive S. 32-51 E. 80-feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed dated November 16, 1979 being recorded herewith, from Lawrence B. Kirschner and Dorell B. Kirschner; and being conveyed to Lawrence B. Kirschner and Dorell B. Kirschner by deed of William H. and Mary M. Stone as recorded in the R.M.C. Office for Greenville County in Deed Book 974, at Page 784 on May 17, 1973.

which has the address of 133 Batesview Drive Greenville, S.C. (Street) (City) (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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