

GREENVILLE CO. S. C.
JAN 22 2 47 PM '80
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

BOOK 1433 PAGE 813

THIS MORTGAGE is made this 21st day of January, 1980, between the Mortgagor, James H. Morgan and Margaret O. Morgan (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

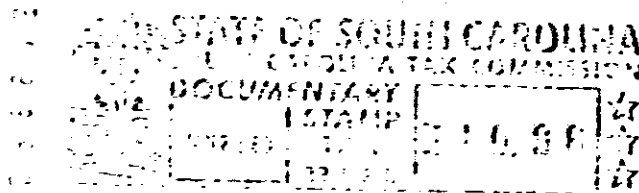
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-seven thousand three hundred fifty & No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated January 21, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1st, 1985.

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 shown and designated as Lot 39, on plat of Collins Creek, Section One, prepared by C. O. Riddle, RLS, dated July 30, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7-C at Page 56, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Collins Creek Road at the joint front corner of Lots 38 and 39 and running thence N. 30-04 E. 347.01 feet to an iron pin; thence N. 38-39 W. 159.63 feet to the rear corner of Lot 39; thence S. 41-14 W. 199.0 feet to a point at the rear corner of Lot No. 40; thence with the line of Lots No. 39 and No. 40 S. 20-22 W. 250.05 feet to an iron pin on Collins Creek Road; thence with said road the following courses and distances: S. 77-56 E. 29.2 feet; thence S. 73-16 E. 120.85 feet to the point of beginning.

DERIVATION: Deed of Babbs Hollow Development Company, a general partnership, dated January 21, 1980 and recorded January 22, 1980 in the RMC Office for Greenville County in Deed Book 1119 at Page 426



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which has the address of Lot No. 39, Collins Creek Subdivision, (Street) (City)
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 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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