

MORTGAGE

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GREENVILLE, S. C.

THIS MORTGAGE is made this 17th day of March 1980, between the Mortgagor, Paul E. Malone and Frances R. Malone

(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 Thirty-seven Thousand Nine Hundred and No/100 (\$37,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 10, 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 April 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 situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lot No. 3, Block E, of plat of Brookforest Subdivision recorded in the R.M.C. Office for Greenville County in Plat Book BB at page 41 and also being shown on a more recent plat by R. B. Bruce, Surveyor, dated February 27, 1980, and being shown on said plat as Block E, Lot No. 3, the Property of Paul E. Malone and Frances R. Malone, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Fairmont Avenue, the joint front corner of Lots Nos. 3 and 4, Block E, and running thence with the common line of said lots, N. 74-17 W., 196.2 feet to a point in the center line of creek; thence along the rear boundary of said Lot 3 with the creek, the traverse line of which creek is N. 13-29 E., 70.05 feet to a point; thence turning and running with the common line of Lots Nos. 2 and 3, S. 74-17 E., 196.7 feet to a point on Fairmont Avenue, the joint front corner of Lots Nos. 2 and 3; thence with the right-of-way of Fairmont Avenue, S. 15-43 W., 70 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Hathaway Company, Inc., dated March 10, 1980, to be recorded herewith.

which has the address of 16 Fairmont Avenue Greenville, S. C. 29605 (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 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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