

FILED
S. C.
AUG 27 11 44 '80
GREENVILLE

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MORTGAGE

THIS MORTGAGE is made this 1st day of August 1980., between the Mortgagor, JACKIE D. HIGHLEY (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").

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WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Four Thousand Five Hundred and No/100 (\$44,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 1, 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 August 1, 2005

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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 situate, lying and being in the State of South Carolina, City of Greenville, County of Greenville, on the south side of Pettigru Street, being known as Lot No. 5, Block 14, on plat of Boyce Lawn Addition, which plat is recorded in the RMC Office for Greenville County, S. C., in Plat Book A, at Page 179, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Pettigru Street, at the joint corner of Lots Nos. 4 and 5; and running thence along the line of Lot No. 4, S. 15-0 E. 196 feet to an iron pin; N. 76-45 E. 66.67 feet to an iron pin; thence along the line of Lot No. 6, N. 15-0 W. 196 feet to an iron pin on the south side of Pettigru Street, S. 76-45 W. 66.67 feet to the beginning corner.

Derivation: Martin P. Perkins, et al, Deed Book 1130, at Page 361, recorded August 4, 1980.

OPTIONARY
STATE OF SOUTH CAROLINA
AUG 27 1980

which has the address of 512 Pettigru Street Greenville South Carolina 29601 (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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