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SHERSLEY

BOOK 1510 PAGE 388

# MORTGAGE

THIS MORTGAGE is made this 18th day of July, 1980 between the Mortgagor, DAVID L. GARLAND and ANN McCARSON GARLAND (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of South Carolina, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of (\$13,000.00) THIRTEEN THOUSAND and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 18, 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 July 1, 1990

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 a part of Lots 56 and 57 on plat of Sans Souci Villa as recorded in Plat Book A, Page 511, Greenville County R.M.C. Office, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Perry Road approximately 95.5 feet south of the intersection of McCall Street and running thence N. 57-25 W. 212 feet more or less to an iron pin; thence in a southwesterly direction, 86 feet more or less to an iron pin on the joint lines of Lots 55 and 56; which iron pin is situate 22 feet east of the rear of Lot 46; thence along the line of Lot 55, S. 57-25 E. 173.3 feet more or less to an iron pin on the western side of Perry Road; thence with said road, N. 20-30 E. 86 feet more or less to the Point of Beginning.

This is the identical property conveyed to the mortgagors herein by deed of Annie D. Townson dated May 29, 1965, and recorded in the R.M.C. Office for Greenville County in Deed Book 774 at Page 600.

which has the address of 115 Perry Road, Greenville, South Carolina (herein "Property Address");  
(Street) (City) (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.

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