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MORTGAGE

THIS MORTGAGE is made this 8th day of August, 1980, between the Mortgagor, Barney O. Smith, Jr.

(herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty thousand and 00/100-- (\$80,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 8, 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, 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 certain piece, parcel or lot of land with the buildings and improvements thereon lying and being at the northwesterly intersection of Chippendale Drive and Chippendale Court near the City of Greenville being known and designated as Lot No. 65 on plat entitled "Final Plat Revised, Map 1, Foxcroft, Section II" as recorded in the RMC Office for Greenville County in Plat Book 4-N, pages 36 and 37 and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northwesterly side of Chippendale Drive, said pin being the joint front corner of Lots 64 and 65 and running thence with the common line of said lots N. 83-31 W. 160 feet to an iron pin, the joint corner of Lots 64, 65 and 66; thence with the common line of Lots 65 and 66 S. 7-19 E. 206.2 feet to an iron pin on the northerly side of Chippendale Court; thence with the northerly side of Chippendale Court N. 69-26 E. 53 feet to an iron pin; thence N. 63-00 E. 84 feet to an iron pin at the intersection of Chippendale Court and Chippendale Drive; thence with said intersection N. 22-54 E. 38.3 feet to an iron pin on the northwesterly side of Chippendale Drive; thence with the northwesterly side of Chippendale Drive N. 9-10 W. 47.5 feet to an iron pin; thence continuing with said drive N. 1-12 E. 47.5 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor by deed of Peggy D. Libby dated August 8, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1138 at page 770.

which has the address of 12 Chippendale Drive Greenville
(Street) (City)
South Carolina 29615 (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 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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