

RECORDED  
GREENVILLE CO. S.C.  
OCT 29 11 42 AM '80  
DONNIE S. FANKERSLEY  
R.M.C.

# MORTGAGE

1322-101

THIS MORTGAGE is made this 23rd day of October 1980, between the Mortgagor, Thomas M. Sears (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 500 East Washington Street, Greenville, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Thousand and no/100 (\$70,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 23, 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 January 1, 2011.

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 State of South Carolina, County of Greenville, being known and designated as Lot No. 11 as shown on a plat of the subdivision of Woodberry, which is recorded in the Office of RMC for Greenville County, South Carolina, in plat book 7-C, at page 30, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southwest side of Richfield Drive, the joint front corner of Lots 10 and 11; thence with the joint line of said lots S. 47-41 W. 435.20 feet to a point in the creek; thence with the center of said creek as the line, the chord of which is N. 26-58 W. 296.27 feet to a point; thence leaving said creek and with the line of lot No. 12, N. 58-28 E. 352.46 feet to an iron pin on the southwest side of Richfield Drive; thence with the curve of said street, the chord of which is S. 45-03 E. 220 feet to the beginning corner.

This is the same lot conveyed to mortgagor by Land Investments, a General Partnership by deed dated July 14, 1980, recorded July 15, 1980, in deed volume 1129, page 261, of the RMC Office for Greenville County.

STATE OF SOUTH CAROLINA  
DOCUMENTARY TAX COMMISSION  
DOCUMENTARY TAX STAMP  
\$ 28.00  
PA 11/28

which has the address of Lot 11 Richfield Drive Greenville South Carolina (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 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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