

FILED  
REC'D  
NOV 25 2 36 PM '80  
MORTGAGE

THIS MORTGAGE is made this 25th day of November 1980 between the Mortgagor, JOHN M. DILLARD (herein "Borrower"), and the Mortgagee, CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 500 E. Washington Street, Greenville, South Carolina 29601 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated November 25, 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 December 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 tract of land, containing two acres, more or less, with a 50 foot strip leading therefrom to the northern side of the McElhaney Road, approximately one mile west of the Town of Travelers Rest, in Greenville County, South Carolina, being a portion of Tract No. 6 of the A. J. GREENE ESTATE, recorded in the RMC Office for Greenville County, S. C., in Plat Book J, page 35, and a portion of 20.77 acres on a plat of the PROPERTY OF J. M. DILLARD, recorded in the RMC Office for Greenville County, S. C., in Plat Book 7-A, page 26, and having according to a plat of the PROPERTY OF J. M. DILLARD, made by Freeland & Associates, dated June 6, 1980, the following metes and bounds, to-wit:

2.0 acre tract : BEGINNING at an iron pin on the line of property owned by Frank H. Kaufmann, said iron pin being located S. 30-42 W., 500 feet from an iron pin at the common corner of property of Kaughmann, Batson and Dillard, and running thence, S. 65-52 W., 318.61 feet to an iron pin; thence crossing the 50 foot strip hereinafter described, N. 21-78 W., 273.70 feet to an iron pin; thence N. 65-52 E., 318.61 feet to an iron pin; thence S. 21-38 E., 273.70 feet to an iron pin.

50 foot strip: ALL that certain piece, parcel or strip of land, 50 feet wide, transecting the 2.0 acre tract above described and leading therefrom to a point on the northern side of the McElhaney Road, said strip being 25 feet on either side of the following described center line: BEGINNING at a point on the northern side of McElhaney Road, said beginning point being located S. 89-36 W., 199.55 feet from a nail and cap in the center of said road at the common corner of property of Frank H. Kaufmann and J. M. Dillard, and from said beginning point, 25 feet on either side of the following line: N. 20-36 W., 117.57 feet to a point, N. 2-18 W., 76.05 feet to a point, N. 36-50 E., 81.28 feet to a point, N. 71-47 E., 149.08 feet to a point, N. 42-09 E., 98.20 feet to a point, N. 4-41 E., 62.14 feet to a point, N. 8-15 W., 75.75 feet to a point, N. 6-44 E., 97.52 feet to a point, (see attached) which has the address of Route 4, Box 593, McElhaney Road, Travelers Rest, South Carolina 29690 (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 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.

NOTED  
1980 NOV 25 1 50 767

4  
4  
0  
0