

FR 100

1027-1004

SLEY

**MORTGAGE**

THIS MORTGAGE is made this 17 day of DECEMBER, 1980, between the Mortgagor, HEWLETT K. SULLIVAN, JR., AND LUCILE M. SULLIVAN

(herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of South Carolina, whose address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 dollars, which indebtedness is evidenced by Borrower's note dated DECEMBER 17, 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 in Greenville County, State of South Carolina, in the City of Greenville, in Ward #6, on the West side of Fairview Avenue, formerly Gibson Street, being known and designated as Lot No. 5 of the property of Charlotte M. Goldsmith, recorded in Plat Book F, at page 47, and described as follows:

BEGINNING at an iron pin on the West side of Fairview Avenue, at corner of Lot No. 4, which point is approximately 352.67 feet South from the Southwest corner of the intersection of Fairview Avenue and Cleveland Street, and running thence along the West side of Fairview Avenue, S. 3-33 W. 69.67 feet to pin at corner of Lot No. 6; thence with the line of Lot No. 6, N. 85 W. 165 feet to an iron pin; thence N. 3-33 E. 69.67 feet to pin at rear corner of Lot No. 4; thence along line of Lot No. 4, S. 85 E. 165 feet to the point of beginning.

Derivation: Deed Book 593, Page 529 - M. N. Davidson 3/1/58

which has the address of 102 Fairview Avenue Greenville, S. C. 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 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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