

ED
PU '80
ASLEY
S.C.
1528-608-
1157-2303

MORTGAGE

THIS MORTGAGE is made this 4 day of December, 1980, between the Mortgagor, Ro D. Phan and Phuong N. Phan

(herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, ~~whose location is in 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 Fifty-Two Thousand Two Hundred Fifty and 00/100 (\$52,250.00) dollars, which indebtedness is evidenced by Borrower's note dated December 4, 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 above-mentioned County and State and being shown as Lot 9 of Block E on a Plat of Brookforest Subdivision dated August, 1950 and recorded in the RMC Office for Greenville County in Plat Book BB at page 41 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of Fairmont Avenue at the joint front corner of Lots 8 and 9 and running thence with the common line of said lots N. 60-49 W. 196.6 feet to a point at the joint rear corner of Lots 8 and 9, said point being in the center of a creek; thence turning and running with the center line of said creek, the chord of said creek being S. 28-35 W. for a distance of 68.1 feet to a point; thence turning and running S. 60-11 E. 203.5 feet to a point on the northwestern side of Fairmont Avenue; thence turning and running with the northwestern side of said Fairmont Avenue N. 31-00 E. 70 feet to the point of beginning.

The above-described property is the same acquired by the mortgagors herein by deed from Hathaway Company, Inc. dated December 4, 1980, said deed to be recorded herewith.

Re-recorded to correct final due date.

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which has the address of 28 Fairmont Drive, Greenville, South Carolina 29605 (herein "Property Address");

887 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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