

GREENVILLE

4³¹ PH '80

ANNERSLEY MORTGAGE

1528-4700

THIS MORTGAGE is made this 30th day of December 1980 between the Mortgagor, Ladson T. Gallivan (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 10148 Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand, Four Hundred and Fifty Five and 55/100 (\$20,455.55) indebtedness is evidenced by Borrower's note dated December 30, 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, 2006

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 lot of land situate, lying and being on the Northern side of West Augusta Drive, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a portion of Lot No. 13 and a portion of Lot No. 14 of Augusta Circle Subdivision, plat of which subdivision is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book F at page 23 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of West Augusta Drive, which iron pin is two and one-half (2 1/2) feet West of the joint corner of Lots Nos. 14 and 15 and running thence in a line parallel with a line of Lot No. 15 N. 20-16 E. 160 feet to an iron pin; thence N. 55-15 W. 60 feet to an iron pin in the rear line of Lot No. 13; thence S. 20-16 W. 160 feet to an iron pin on the Northern side of West Augusta Drive; thence with the Northern side of West Augusta Drive S. 55-15 E. 60 feet to the point of beginning.

This is the identical piece of property conveyed to the Mortgagor herein by deed of E. Raymond and Gayle M. Childress of same date.

which has the address of 202 Augusta Drive Greenville, S. C. 29605 (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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