

**MORTGAGE**

BOOK 1529 PAGE 775

THIS MORTGAGE is made this 8th day of January, 1981, between the Mortgagor, John C. & Maryann H. Toke (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 12,000.00 which indebtedness is evidenced by Borrower's note dated January 8, 1981 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on February 1, 1991;

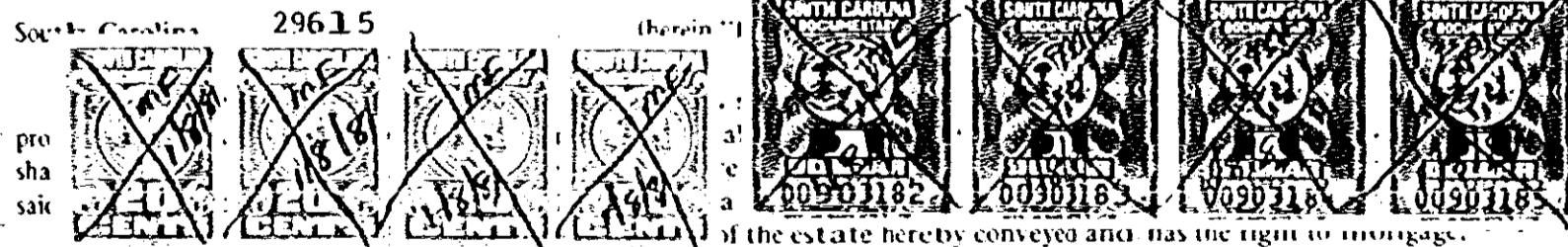
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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 Greenville County, State of South Carolina, located on the western side of Kenilworth Drive and being known and designated as Lot No. 7 on plat of Wellington Green, Section 4, prepared by Piedmont Engineers and Architects, dated October 2, 1968, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book WWW at page 36, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at a point on the western side of Kenilworth Drive at the joint front corners of Lots Nos. 6 and 7 and running thence with the common lines of said lots N. 51-32 W. 250.5 feet to a point; thence S. 43-04 W. 106.0 feet to a point at the joint rear corner of Lots Nos. 7 and eight; thence with the common line of said lots S. 50-35 E. 260.85 feet to a point on the western side of Kenilworth Drive; thence with the western side of Kenilworth Drive N. 37-28 E. 110.0 feet to the point of beginning.

This is the identical property conveyed to the grantors herein by deed recorded in Deed Volume 963 at page 150 in the R. M. C. Office for Greenville County, South Carolina.

As a portion of the consideration herein, the grantees assume and agree to pay the balance due on that certain mortgage in favor of South Carolina Federal Savings & Loan Association (previously known as Security Federal Savings & Loan Association, in the original amount of \$28,800.00, recorded in REM Volume 1261 at page 1 in the R. M. C. Office for Greenville County. The balance due for assumption being \$28,669.70, which has the address of 904 Kenilworth Drive, Greenville



of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

- UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
  2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (therein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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