

FILED
GREENVILLE CO. S. C.
JUN 3 12 43 PM '81
MORTGAGE
GREENVILLE S.C.
R.M.C.

BOOK 1543 PAGE 110

THIS MORTGAGE is made this 3rd day of June, 1981, between the Mortgagor, BENJAMIN T. ROOK AND REBECCA M. ROOK, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety-eight Thousand Five Hundred and No/100 (\$98,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 3, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2001.....;

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 Western side of Fairview Avenue, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 22 and a portion of Lot No. 21 as shown on a plat of Alta Vista, prepared by R. E. Dalton, Engineer, dated June, 1925, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book G at page 20, and having, according to said plat and a more recent plat entitled "Property of Benjamin T. Rook and Rebecca M. Rook, prepared by Freeland & Associates, dated May 8, 1981, the following metes and bounds:

BEGINNING at an iron pin on the Western side of Fairview Avenue at the joint front corner of Lots Nos. 23 and 22, and running thence with the line of Lot No. 23 N. 85-45 W. 170 feet to an iron pin; thence with the rear line of Lots Nos. 17 and 18 N. 4-15 E. 105.5 feet to an iron pin; thence with a new line through Lot No. 21 S. 85-45 E. 170 feet to an iron pin on the Western side of Fairview Avenue; thence with the Western side of Fairview Avenue S. 4-15 W. 105.5 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Kester St. Clair Freeman and Caroline H. Freeman, dated June 3, 1981, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1149 at page 237, on June 3, 1981.

DOCUMENTARY
STAMP
\$ 39.00

which has the address of 206 Fairview Avenue, Greenville,
(Street) (City)
South Carolina (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.

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