

REF. FILED
AUG 14 12 48 PM '81
DONNIE S. BANKERSLEY
R.M.C.

BOOK 1549 PAGE 876

MORTGAGE

THIS MORTGAGE is made this 13th day of August, 1981, between the Mortgagor, Richard A. Harvey and Patsy D. Harvey, (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 Thirty Eight Thousand Eight Hundred Fifty and No/100-- Dollars, which indebtedness is evidenced by Borrower's note dated August 13, 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 September 1, 1981.....;

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, with all improvements thereon, situate, lying and being in Greenville County, South Carolina, at the Northeastern corner of the intersection of Mellyn Street and Mellwood Drive, being known and designated as Lot 43 of Haselwood, Section No. 2, as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book 5D at Page 25, and having the following metes and bounds according to a more recent plat thereof entitle "Property of Richard A. Harvey and Patsy D. Harvey" dated August 12, 1981, prepared by Freeland & Associates.

BEGINNING at an iron pin on the Northeastern side of Mellwood Drive at the joint front corner of lots 43 and 42, and running thence with the northeastern side of Mellwood Drive, N. 83-41 W. 86.50 feet to an iron pin; thence continuing with the northeastern side of Mellwood Drive, N. 67-10 W. 61.60 feet to an iron pin; thence continuing with the northeastern side of Mellwood Drive and the eastern side of Mellyn Street, N. 12-34 W. W., 40.55 feet to an iron pin; thence continuing with the eastern side of Mellyn Street, N. 24-36 E. 60.09 feet to an iron pin; thence continuing with the eastern side of Mellyn Street, N. 16-21 E. 56.77 feet to an iron pin; thence continuing with the eastern side of Mellyn Street, N. 12-18 E. 154.99 feet to an iron pin; thence leaving the eastern side of Mellyn Street and running S. 79-50 E., 140 feet to an iron pin at the joint rear corner of Lots 43 and 42; thence with the line of Lot 42, S. 11-03 W. 314.66 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Merrill Lynch Relocation Management Inc. of even date to be recorded herewith.

which has the address of Mellwood Drive 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.

SOUTH CAROLINA — 1 to 4 Family—6 75—FNMA/FHLMC UNIFORM INSTR

4328 RV-2