

GR: FILED

BOOK 1560 PAGE 856

UNIFORM G.S. ADJUSTABLE MORTGAGE

REC'D 11 18 AM '81

THIS MORTGAGE is made this 31st day of December 1981, between the Mortgagor, Alan M. Smith and Carole A. Smith (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").

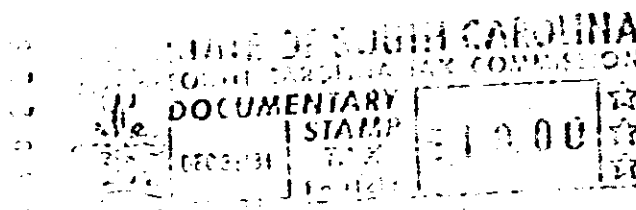
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-seven thousand five hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 31, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2012;

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 southern side of Rosebud Lane in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 127 on a plat entitled "Section 5, Devenger Place" prepared by Dalton & Neves Co., dated February, 1978, and recorded in the R.M.C. Office for Greenville County in Plat Book 6-H at Page 73 and having according to said plat and a more recent plat entitled "Property of Bob Maxwell Builders" prepared by Freeland & Associates, dated December 12, 1978, the following metes and bounds:

BEGINNING at an iron pin on the southern side of Rosebud Lane at the joint front corner of Lots Nos. 127 and 128 and running thence with the line of Lot No. 128 S. 9-08 E. 150 feet to an iron pin; thence S. 80-52 W. 95 feet to an iron pin in the line of Lot No. 126; thence with the line of Lot No. 126 N. 9-08 W. 150 feet to an iron pin on the southern side of Rosebud Lane; thence with the southern side of Rosebud Lane N. 80-52 E. 95 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed from Joseph F. O'Neill and Julia C. O'Neill, dated December 31, 1981 and recorded December 31, 1981 in the R.M.C. Office for Greenville County in Deed Book 1160 at Page 314.



which has the address of 502 Rosebud Lane, Greenville, South Carolina 29651 (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 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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