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MORTGAGE

BOOK 1573 PAGE 739

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THIS MORTGAGE is made this ^{AN '87} 28th day of June 1982, between the Mortgagor, H. Sam Mabry, III and Elizabeth P. Mabry (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, Greenville, S.C., 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 Fifty Two Thousand Four Hundred and no/100 (\$52,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 28, 1982 (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, 2012.

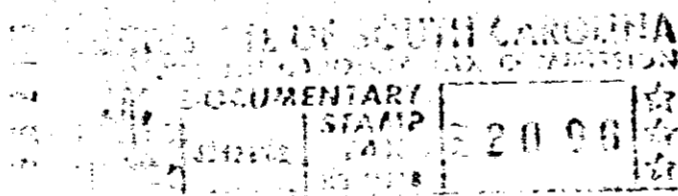
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 lot of land situate on the northern side of Sunrise Avenue in the County of Greenville, State of South Carolina, being shown as Lot No. 9 on a plat of Carroll Heights Subdivision dated May 1955, prepared by C.O. Riddle, recorded in Plat Book JJ at page 147 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Sunrise Avenue at the joint front corner of Lot #9 and Lot #10 and running N. 16-04 E. 253.3 feet to an iron pin at the joint rear corner of Lot #9 and Lot #10; thence S. 61-33 E. 170 feet to an iron pin at the joint rear corner of Lot #8 and Lot #9; thence with Lot #8 and Lot #9, S. 33-30 W. 220 feet to an iron pin on Sunrise Avenue; thence with said avenue, N. 77-50 W. 100 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of even date from John D. Boucher and Carolyn C. Boucher. Said deed being recorded in the RMC Office for Greenville County, S.C., in Deed book 1169, at page 267.

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which has the address of 106 Sunrise Avenue Simpsonville, South Carolina 29681. (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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