

**MORTGAGE**

BOOK 1586 PAGE 176

THIS MORTGAGE is made this 21st day of October 1982, between the Mortgagor, Oscar H. Howard, Jr. and Nelle W. Howard (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. \$ 10,075.04 which indebtedness is evidenced by Borrower's note dated October 21, 1982 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 November 10, 1992;

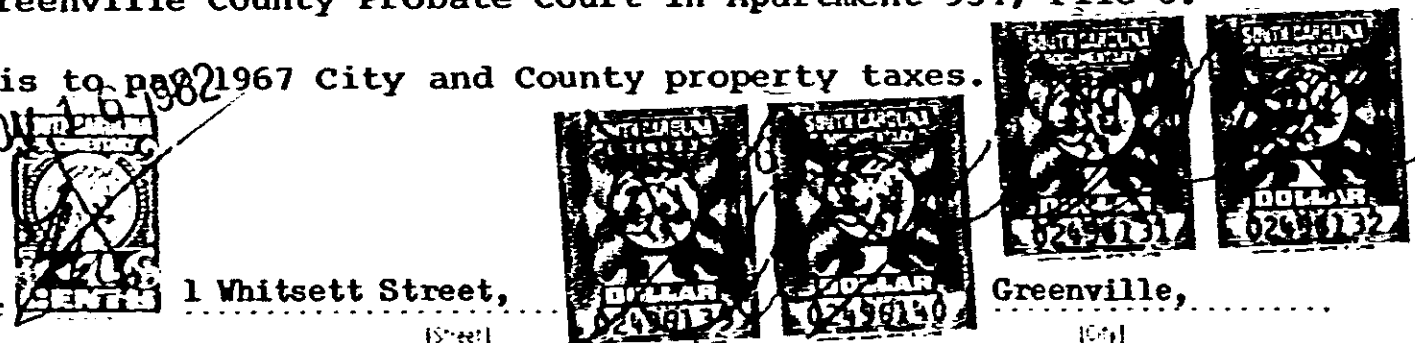
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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 the City of Greenville, County of Greenville, State of South Carolina, at the northeast intersection of Whitsett and Toy Streets and having according to a plat thereof prepared by C. M. Furman, Jr., Eng., on November 30, 1925, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeast intersection of Toy and Whitsett Streets, and running thence along the north side of Whitsett Street N. 76-45 E. 66 feet and 8 inches to an iron pin; thence N. 15 W. 126 feet 1 inch to an iron pin on the south side of a ten foot alley; thence along said alley S. 76-45 W. 66 feet 8 inches to an iron pin on the east side of Toy Street; then along Toy Street S. 15.00 E. 126 feet and 1 inch to the place of beginning; said lot of land being known and designated as Lot No. 1 as shown on plat of Boyce Lawn Addition, which plat is of record in the R. M. C. Office for said County in Plat Book "A" at Page 179, reference to which is hereby made.

This is the same property conveyed to the Grantor herein and H. L. Hollowell by deed of Charles L. Woodside, dated December 16, 1949, and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 398, Page 281. The said H. L. Hollowell departed this life testate February 8, 1966, and the will devised his interest in this property to the Grantor, said will being on file in the Greenville County Probate Court in Apartment 934, File 6.

Grantee is to pay 1967 City and County property taxes.

which has the  1 Whitsett Street, Greenville, South Carolina 29601 (herein "Property Address");

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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 and rents, all of which 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 hereinafter 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, 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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