

BOOK 1610 PAGE 394

MORTGAGE

THIS MORTGAGE is made this 20th day of May 1983, between the Mortgagor, Bernard LaBorde-Milaa and Dominique LaBorde-Milaa (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").

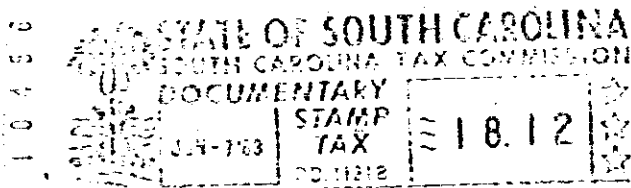
WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$45,247.12 which indebtedness is evidenced by Borrower's note dated May 20, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on October 1, 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 with the buildings and improvements thereon, lying and being at the northwesterly intersection of Sweetwater Road and Creekside Road, being known and designated as Lot No. 436 on plat entitled "Map 3, Section 2, Sugar Creek," as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-X, at Page 2, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Creekside Road, said pin being the joint front corner of Lots 435 and 436 and running thence N. 80-47-51 W. 138.76 feet to an iron pin, the joint corner of Lots 435 and 436; thence S. 82-35-57 W. 30 feet to an iron pin, the joint rear corner of Lots 435 and 436; thence with the common line of said lots S. 7-37-51 E. 161.55 feet to an iron pin on the northerly side of Sweetwater Road; thence with the northerly side of Sweetwater Road N. 87-58-45 E. 94.27 feet to an iron pin at the northwesterly intersection of Sweetwater Road and Creekside Road; thence with said intersection N. 52-18-10 E. 36.70 feet to an iron pin on the northwesterly side of Creekside Road; thence with the northwesterly side of Creekside Road N. 9-32 E. 55.12 feet to an iron pin; thence continuing with said road N. 11-48-32 E. 63 feet to an iron pin, the point of beginning.

The above described property is the same property conveyed to the mortgagors by deed of Merrill Lynch Relocation Management, Inc. to be recorded herewith.



which has the address of 101 Creekside Drive, Greer, 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 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 (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

0394

4328 RV-21

2 JUN 7 1983 1 0 4 0001