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BOOK 1613 PAGE 257

REGISTERED
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 9th day of June, 1983, between the Mortgagor, John Albert Garrett (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. \$ 6,136.48 which indebtedness is evidenced by Borrower's note dated June 9, 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 June 15, 1983;

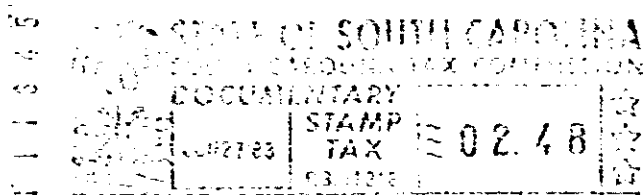
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, 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 on the south side of Plainfield Circle, in the County of Greenville, State of South Carolina, being shown and designated as Lot 207, Plat of Addition #1, South Forest Estates recorded in the RMC Office for Greenville County, South Carolina in Plat Book EE, at Page 195, and having according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the southern side of Plainfield Circle, joint front circle of Lot 206 and 207 and running thence with the line of Lot 206, S. 0-58 E. 235.3 feet to an iron pin; thence S. 87-37 W. 37 feet to an iron pin; thence N. 12-03 W. 246.5 feet to an iron pin on the southern side of Plainfield Circle; thence N. 79-47 E. 17.1 feet to an iron pin; thence S. 84-36 E. 63.3 feet; thence S. 73-22 E. 4.6 feet to the point of beginning.

Said conveyance is made subject to the restrictions, easements, and rights of way as may appear of record or on the premises.

This is the same property conveyed to the grantors herein by deed from Terry Wayne Merritt and Dianne R. Merritt recorded in the RMC Office for Greenville County in Deed Book 1021 at Page 700 on July 22, 1975.



which has the address of 41 Plainfield Circle Greenville, South Carolina 29605 (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 therein "Funds" equal to one-twelfth of the yearly taxes and assessments (including condominium and

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