



1621-633

**MORTGAGE**

THIS MORTGAGE is made this 12th day of August, 1983, between the Mortgagor, John M. Dillard (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. \$ 6,636.68 which indebtedness is evidenced by Borrower's note dated August 12, 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 August 15, 1988.

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 lot of land, situate lying and being in the County of Greenville and State of South Carolina, being on Ward 6, City of Greenville on the west side of Jones Avenue and being described as follows:

**BEGINNING** at a point on the west side of Jones Avenue, 320 feet north of the northwest corner of Jones and Rindal Avenues intersection, running thence with Jones Avenue, N. 0.35 E. 65 feet to a point, which point is three hundred eighty-five (385') feet north of Tindal Avenue; thence N. 89.25 W. 170 feet to a stake; thence S. 0.35 W. 65 feet to a stake, which line of parallel with Jones Avenue; thence S. 89.25 E. 170 feet to the point of beginning, State of South Carolina, County of Greenville.

Being the same property conveyed to Lucile White Dillard by deed of E. Inman as master in Equity for Greenville County, said deed being dated 7/9/31 in Book 162 page 174, said Lucile White Dillard died testate, devising the within property to mortgagor herein. Reference is hereby made to the records of Greenville County probate court Apt. 1662 file 26.

which has the address of 104 Jones Avenue, Greenville, South Carolina 29601 (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 for the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized 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 in 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 special assessments and

**SOUTH CAROLINA**

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