

MORTGAGE

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THIS MORTGAGE is made this 12th day of August 1983, between the Mortgagor, Larry A. Goldsmith and Jolly A. Goldsmith (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. \$ 2,164.88 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, 1986.

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 located in the County of Greenville, State of South Carolina, and being shown and designated as Lot No. 38 on a plat of Lanco, Inc. Property, said plat being recorded in the RMC Office for Greenville County in Plat Book RR at Page 199, and having, according to a more recent plat, entitled "Property of Larry A. Goldsmith and Jolly A. Goldsmith" by Freeland and Associates, dated January 29, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern edge of Malone Street at the joint front corner of Lots 37 and 38, and running thence with the line of Lot 37, N. 71-02 E. 141 feet to an iron pin in the joint rear corner of Lots 37, 38 and 40; thence with the line of Lot 40, S. 3-42 W. 106.5 feet to an iron pin at the joint rear corner of Lots 38, 40 and 39; thence with the line of Lot 39, S. 65-22 W. 101.6 feet to an iron pin on the Eastern edge of Malone Street thence with Malone Street, N. 18-30 W. 110 feet to an iron pin, the point of beginning.

BEING the same property conveyed to the Grantor herein by deed of Frank P. McGowan Jr., as Master in Equity for Greenville County, said deed being recorded in the RMC Office for Greenville County in Deed Book 1087 at Page 113, on September 11, 1978.

which has the address of 13 Malone Street, Greenville South Carolina 29605 (herein "Property Address")

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, together with all the improvements now or hereafter created 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 paid under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the state taxes and assessments, including delinquent and