

Mortgaged Address: 301 College Street, Greenville, S.C. 29601
GREENVILLE
NOV 23 29 113
DUNN R.M.C.
1638 316

MORTGAGE

THIS MORTGAGE is made this 28th day of November, 1983, between the Mortgagor, CYNTHIA ANN DOUGHERTY, now CYNTHIA D. MILLER, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of TWENTY EIGHT THOUSAND AND NO/100 (\$28,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated _____, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on _____;

TO SECURE to Lender (a) 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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), 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 those pieces, parcels or lots of land, with all buildings and improvements thereon, situate, lying and being on the southeastern corner of the intersection of U.S. Highway No. 276 known as Geer Highway and Vanoy Circle in Cleveland Township near Marietta in Greenville County, South Carolina being known and designated as Lots Nos. 37 and 38 as shown on a plat entitled BEATTIE HEIGHTS, SECTION I, made by Terry T. Dill dated March 30, 1959, recorded in the RMC Office for Greenville County, South Carolina in Plat Book MM at Page 117 and having according to a more recent survey thereof entitled PROPERTY OF JAMES L. GUTHRIE AND CAROLYN GUTHRIE made by Freeland & Associates dated November 26, 1979, recorded in the RMC Office for Greenville County in Plat Book 7-S, at Page 52, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the Intersection of U.S. Highway 276 known as Geer Highway and Vanoy Circle and running thence along the southern side of Geer Highway S 58-23 E 50 feet to an iron pin at the joint front corner of Lots Nos. 37 and 38; thence continuing along the southern side of Geer Highway S 61-08 E 100 feet to an iron pin at the joint front corner of Lots Nos. 36 and 37; thence along the common line of said Lot S 28-43 W 230.3 feet to an iron pin in the rear line of Lot 32; thence along the common line of Lots Nos. 32 and 37 N 78-57 W 30.8 feet to an iron pin; thence along the common line of Lots Nos. 31, 37 and 38 N 51-20 W 160.7 feet to an iron pin on the eastern side of Vanoy Circle, N 38-40 E 218 feet to an iron pin, the point of beginning.

Being the same property conveyed to the Secretary of Housing and Urban Development of Washington, D. C., by deed of Frank P. McCowan, Jr., as Master dated April 7, 1981, recorded in the RMC Office for Greenville County on June 4, 1981, Book 1149, at Page 357, and subsequently conveyed to the mortgagor herein by Deed of the Secretary of Housing and Urban Development of Washington, S.C. dated Oct. 23, 1983 and recorded in the RMC Office for Greenville County in Deed Book 1157 at Page 717 on November 3, 1981.

which has the address of Hwy 276, Long Shoals Road, Marietta,
SC 29661 (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, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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