

FILED  
GREENVILLE, S.C.  
SOUTH CAROLINA  
R.M.C.

1984 FEB 22

# MORTGAGE

THIS MORTGAGE is made this 13th day of February, 1984, between the Mortgagor, Richard C. Smith and Ann F. Smith

, (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 Sixty-Three Thousand Nine Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 13, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2014.....;

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 that piece, parcel or lot of land with all buidlings and improvements thereon, situate, lying and being on the northeastern corner of the intersection of Green Road with Cannon Circle in Greenville County, South Carolina being known and designated as Lot No. 28 as shown on a plat entitled PINEBROOK FOREST SUBDIVISION, SECTION 2 made by Robert R. Spearman and Charles K. Dunn, Surveyors, dated March 15, 1972, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-X at Page 49, and having according to a more recent survey thereof entitled PROPERTY OF RICHARD C. SMITH AND ANN F. SMITH made by Freeland & Associates dated February 9, 1984, recorded in Plat Book 1011 at Page 57, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Green Road at the joint corner of lots nos. 28 and 29 and running thence along the common line of said lots, N. 77-42 E. 135.96 feet to an iron pin; thence S. 13-35 E. 150.56 feet to an iron pin on the northern side of Cannon Circle; thence along the northern side of Cannon Circle, S. 73-08 W. 161.66 feet to an iron pin; thence with the intersection of Cannon Circle and Green Road, N. 51-42 W. 28.56 feet to an iron pin on the eastern side of Green Road; thence along the eastern side of Green Road, N. 3-28 E. 146.86 feet to an iron pin, the point of beginning.

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

OFFICE OF SOUTH CAROLINA  
RECORDS & DEEDS  
DOCUMENTARY  
STAMP  
FEB 25 1984  
GREENVILLE

which has the address of 101 Cannon Circle Greenville,  
(Street) (City)  
S. C. 29607 (herein "Property Address");  
(State and Zip Code)

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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