

1804 1489

REC'D  
MAR 29 4 30 PM '84  
DONNIE W. WINSLEY

# MORTGAGE

THIS MORTGAGE is made this 20th day of March, 1984, between the Mortgagor, Lawrence T. Acker & Dorothy A. Manigault-Acker, (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 Forty-five Thousand and No/100 (\$45,000.00) 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 April 1, .. 2004.....;

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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situated, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled "Property of Lawrence T. Acker & Dorothy A. Manigault-Acker", prepared by Carolina Surveying Company, dated March 20, 1984, containing 0.41 acres and having according to said plat the metes and bounds shown thereon. See Plat Book 10-L, Page 47.

BEING the same property conveyed to Lawrence T. Acker by deed of Frank P. McGowan, Jr., as Master in Equity for Greenville County on August 23, 1978, and recorded in May 5, 1980, as noted in Mortgage Volume 1125, Page 156, in the Office of the RMC for Greenville County.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX  
MAR 23 1984  
18.00

which has the address of 104-A Hardale Court, Greenville (City), South Carolina 29607 (State and Zip Code) (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 seised 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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