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FILED GREENVILLE CO. S.C.

MAY 21 1 02 PM '77
DORRIS S. TANNERSLEY R.H.S.

Mortgagee's Address: Home Savings & Loan Assn. of the Piedmont, PO Drawer 72, Easley, SC 29640

MORTGAGE

BOOK 1398 PAGE 600

BOOK 75 PAGE 1969

THIS MORTGAGE is made this 21st day of April, 1977, between the Mortgagor, GARY G. HARBIT and CLAUDIA B. HARBIT

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Nine-six Thousand and No/100 (\$96,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 21, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Lot No. 4 and No. 5 and running thence with the East North Street S 75-03 W 73.8 feet to a point; thence continuing with said street, S 70-45 W 126.2 feet to a pin, at the corner of Lot No. 5 and No. 6; thence with the line of Lot No. 6, S 13-45 W 443.1 feet to a pin; thence N 79-30 E 190 feet to a pin at corner of Lot No. 4; thence with the line of Lot No. 4, N 13-15 E 448 feet to the point of beginning;

Release

This is the same property conveyed to the Mortgagors by Jean N. Brannon, recorded on December 19, 1980 in Page Book 905 at page 381 in the RMC Office for Greenville County.

This mortgage is junior in lien to a first mortgage of Fidelity Federal Savings & Loan Assn., recorded in Mortgage Book 1177 at page 65 in the RMC Office for Greenville County.

This mortgage is given as additional security for a note in the amount of \$96,000.00, dated April 21, 1977, and given by the mortgagors to the mortgagee herein.

LESS, HOWEVER, any of the aforescribed property which has been previously conveyed to the South Carolina Highway Department for the widening of East North Street.

which has the address of 2704-2706 E. North St. Extn., Greenville

S. C. 29615 (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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CLERK OF COURT
PIEDMONT S.C.

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