

3.50
5/16.80

GREENVILLE CO. S. C.

1975 OCT 23

FORM NO. 3, 1-7-73

MORTGAGE

ECOA 1352 PAGE 01

Mail to
Family Federal Savings & Loan Assn.
Drawer 1
Greer, S.C. 29651

THIS MORTGAGE is made this 23rd day of October 1975, between the Mortgagor, Charles E. Butler (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 73 Edwards Bldg., 600 N. Main St., Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty two thousand & no/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 23, 1975 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on First, December 2000

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 in the County of Greenville, State of South Carolina, lying and being on the western side of Birnam Court and being known and designated as Lot No. 23, of BIRNAM WOODS Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book 5-D, at Page 56, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Birnam Court, joint front corner of Lots 22 and 23; thence running with the joint line of said lots, S. 84-0 W., 209.1 feet to an iron pin, joint rear of said lots; thence running with the rear of Lot 23, S. 6-0 E. 110 feet to an iron pin, joint rear of Lots 23 and 24; thence running with the joint line of said lots, N. 84-0 E., 208.3 feet to an iron pin on the western side of Birnam Court, joint front of said Lots 23 and 24; thence running with the western side of Birnam Court, N. 5-36 W., 110 feet to an iron pin and point and place of beginning.



which has the address of _____ (Street) _____ (City) _____ (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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