

FILED
GREENVILLE CO. S. C.
Feb 20 1 02 PM '79

BOOK 1457 PAGE 840

MORTGAGE

THIS MORTGAGE is made this 13th day of February 1979, between the Mortgagor, Virgil C. Anderson, (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 500 East Washington Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Five Thousand and no/100 (\$25,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 13, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1989

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 situate, lying and being in the County of Greenville, State of South Carolina, and being and known and designated as Lot 31 of the Property of Wm. R. Timmons, Jr., according to a plat recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book XX, at page 9, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the Eastern side of Avon Street at the joint front corner of Lots 30 and 31 and running thence with the Eastern side of Avon Street N. 11-29 E. 63.5 feet to a point; thence continuing with the Eastern side of Avon Street, N. 22-31 E. 70 feet to a point at the joint front corner of Lots 31 and 32; thence S. 67-29 E. 150 feet to a point at the joint rear corner of Lots 31 and 32; thence S. 29-43 W. 81 feet to a point at the joint rear corner of Lots 30 and 31; thence N. 89-33 W. 137.9 feet to the point of beginning.

The within property is the same property conveyed to the Mortgagor herein by deed of K. W. Manley, dated June 26, 1964, and which is recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 752, at Page 225.

which has the address of 5 Avon Street Greenville, South Carolina (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 created 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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