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GREENVILLE CO. S. C.
JUN 8 8 52 AM '79
DONNIE S. TANKERSLEY
R.M.C.

VCL 1469 PAGE 449

MORTGAGE

THIS MORTGAGE is made this 7th day of June, 1979, between the Mortgagor, James Denton Sparkman, III and Ann Ashmore Sparkman, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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").

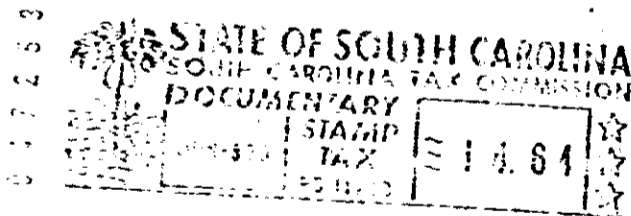
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Six Thousand Five Hundred Fifty and no/100ths -- Dollars, which indebtedness is evidenced by Borrower's note dated June 7, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2009 ...;

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 those certain pieces, parcels or lots of land, with the buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lots 61 and 62 on Plat of North Hills, plat of which is recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book H, at Page 138, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Bennett Street, joint front corner of Lots 62 and 63 and running thence with the joint line of said lots N. 71-43 W. 194.7 feet to a point on a 20 foot alley, thence with the alley and the rear of Lot 62 S. 18-34 W. 70 feet to an iron pin, joint rear of Lots 61 and 62, thence with the rear of Lot 61 and said alley S. 18-34 W. 60 feet to an iron pin on a 20 foot alley thence with the joint line of Lot 61 and said alley S. 71-43 E. 193.1 feet to an iron pin on the western side of Bennett Street, thence with said street N. 19-17 E. 60 feet to the front of Lots 61 and 62, thence with Lot 62 and continuing with said street N. 19-17 E. 70 feet to the point of beginning.

This property being the same conveyed unto James Denton Sparkman, III. and Ann Ashmore Sparkman by deed of Charles E. Head and Ellen V. Head, dated and recorded concurrently herewith.



which has the address of 709 Bennett Street Greenville,
(Street) (City)
South Carolina (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 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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