GERT VITE CO. S. C.

JA 13 11 17 AH '79

CONNESSIONERSLEY
R.M.C.

## **MORTGAGE**

THIS MORTGAGE is made this 13th day of July 19.79, between the Mortgagor, THOMAS S. MALONE, SR. and JESSIE V. MALONE, 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-ONE THOUSAND FOUR HUNDRED THIRTY-FOUR & 37/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 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, 2006

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 \_\_\_\_\_\_, 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, being shown as Lot No. 51, on plat of Sec. II, Sheffield Forest, as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book BBB, at Page 61, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Avon Drive, joint front corner of Lots 51 and 52, and running thence along the common line of said Lots, S. 81-00 E., 175-feet to an iron pin; thence S. 09-00 W., 100-feet to an iron pin; thence along the common line of Lots 50 and 51, N. 81-00 W. 175-feet to an iron pin on the eastern side of Avon Drive; thence along said Avon Drive, N. 09-00 E., 100-feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of even date herewith from Julian M. Mims, Jr. and Bertie H. Mims; and being conveyed to Julian M. Mims, Jr. and Bertie H. Mims by deed of James W. Hayes and Christine G. Hayes as recorded in the R.M.C. Office for Greenville County in Deed Book 1030, at Page 29 on January 9, 1976.

DOCUMENTAL PROPERTY OF STATE O

which has the address of \_\_\_\_\_\_ 802 Avon Drive

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 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.

SOUTH CAROLINA — 12 Greater then an applied information in the confidence of the property of the confidence of the confi

1379 1342

 $\subseteq$ 

9070

1328 RV.23

· 对这的原则的名字的**会**对

0

3.500