

1503

FILED  
GREENVILLE CO. S. C.  
OCT 19 3 22 PM '79  
OGGINS & LAMBERSLEY  
R.M.C.

BOOK 71 PAGE 1503  
BOOK 1485 PAGE 54

### MORTGAGE

THIS MORTGAGE is made this 18 day of OCTOBER, 1979 between the Mortgagor, KERRY I. AVANT & ELIZABETH S. AVANT (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 SEVENTY FIVE THOUSAND (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 18, 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, 1980 pin; thence S. 20-46 W. 308.93 feet to an iron pin on the northeast side of Collins Creek; thence with the northeast side of said street N. 65-45 W. 63.97 feet to an iron pin; thence N. 63-48 W. 85.98 feet to the point of beginning.

This is the same property conveyed to mortgagor by Babbs Hollow Development Company, a South Carolina General Partnership, by deed even date herewith.

OFFICE OF THE CLERK OF COURTS  
GREENVILLE, SOUTH CAROLINA

FILED  
GREENVILLE CO. S. C.  
OCT 12 1 25 PM '80  
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R.M.C.

PAID SATISFIED AND CANCELLED  
First Federal Savings and Loan Association  
of Greenville, S. C.

which has the address of Lot 45, Collins Creek, COLLINS CREEK, SEC. TWO, GREENVILLE  
S. C. (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 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.

SOUTH CAROLINA — Form 675 — ENCL. 5/75 — UNIFORM INSTRUMENTS with amendments adding Form 201

SEP 12 1980 WILKINS & WILKINS ATTY'S.

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