

FILED
E. CO. S. C.
APR 30 12 57 PM '80
DONNE STANKERSLEY
R.M.C.

POD: 15:11 PAGE 928

MORTGAGE

THIS MORTGAGE is made this 30th day of April, 1980, between the Mortgagor, David J. Dwyer and Claire M. Dwyer, (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 Forty-Four Thousand Eight Hundred and No/100 (\$44,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated 30 April 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 1 May 2010.....;

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 in the County of Greenville, State of South Carolina, on the southerly side of Saratoga Drive, being shown and designated as Lot No. 135, on plat of Canebrake Subdivision, Phase I, recorded in the RMC Office for Greenville County, S. C., in Plat Book "7 C", at Page 11, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southerly side of Saratoga Drive, joint front corner of Lots Nos. 134 and 135, and running thence with the southerly side of Saratoga Drive, S. 61-00 E. 95 feet to an iron pin; thence S. 29-00 W. 129.86 feet to an iron pin; thence N. 61-00 W. 95 feet to an iron pin, joint rear corner of Lots Nos. 134 and 135; thence with the joint lines of said lots, N. 29-00 E. 129.86 feet to an iron pin, the point of BEGINNING.

The within is the identical property heretofore conveyed to the mortgagors by deed of Philip W. Jones, dated 30 April 1980, to be recorded herewith.

MORTGAGEE'S MAILING ADDRESS: P. O. Box 408, Greenville, South Carolina 29602.

RECORDED
INDEXED
APR 30 1980
R.M.C.

which has the address of 215 Saratoga Drive, Greer, South Carolina 29651,
(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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