

# MORTGAGE

THIS MORTGAGE is made this 9th day of August 1982, between the Mortgagor James Ronald Arms and Kay O. Arms (herein "Borrower"), and the Mortgagee, WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 206 South Main Street, Woodruff, S. C. 29388 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand and no/100 (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 9, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2007.

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 piece, parcel or lot of land lying, being and situate on the South side of State Highway no. 101 (also known as the Gilreath Mill Road) and on the East side of Hillcrest Drive (also known as Valley Road), about four miles Northwest of Greer, in Oneal Township, County and State aforesaid, containing Eighty-three Hundreths (.83) of an acre, more or less, and having the following courses and distances, to-wit: Beginning at a point in State Highway no. 101, and which point is N.0-33 W.18 feet from an old Iron Pin, and running thence from said point in said highway S.0-33 E.248 feet to an old Iron Pin, thence N.80-35 W.165 feet to a point in Hillcrest Drive (Iron Pin back on line at 25 feet), thence with Hillcrest Drive N.7-25 E.246 feet to a point in State Highway no. 101, thence with said state highway S.79-54 E.130.6 feet to the beginning point. This being a part of the property which was conveyed to Bobby E. Stone and Thelma C. Stone by Beulah B. Owens (formerly Beulah E. Brown) by deed recorded in the R. M. C. Office for said County on Dec. 3, 1980 in Deed Book 1138, page 287. Also see deed of W. Dennis Smith to Bobby E. Stone and Thelma C. Stone, which Quit Claim deed will be recorded forthwith in the said R. M. C. Office. This being the same property which was conveyed to mortgagors herein by Bobby E. Stone and Thelma C. Stone by deed which will be recorded forthwith in the said office. For a more particular description see plat prepared for Mrs. Beulah B. Owens by John A. Simmons, Registered Surveyor, dated March 11, 1967 and which plat will be recorded forthwith in said office.

which has the address of Route 7 Greer, S. C. 29651 (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.

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