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## **MORTGAGE**

THIS MORTGAGE is made this 20th day of January

19 84, between the Mortgagor, Michael K. Summey and Kathleen H. Summey

, (herein "Borrower"), and the Mortgagee, First Federal

Savings and Loan Association of South Carolina, 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 — Fifty Eight Thousand and NO/100---- Dollars, which indebtedness is evidenced by Borrower's note dated <u>January 20</u>, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on <u>February</u>. 1st, 2014.....;

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 piece, parcel or lot of land, with improvements thereon, in O'Neal Township, County of Greenville, State of south Carolina, located on the east side of Issaqueena Drive and being shown and designated as all of LOT NO. 40 on plat of Jamestown Estates, Section II, plat thereof recorded in the RMC Office for Greenville County in Plat Book 4-X at page 68, and more recent survey and plat entitled "Property of Michael K. and Kathleen H. Summey", prepared by Lindsey and Assoc. recorded in the RMC Office for Greenville County in Plat Book 10 F., at page 84, reference to said plats hereby pleaded for a more complete description.

This conveyance is subject to all restrictions, easements, rights of way and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to Mortgagor by deed of Robert E. Cunningham, et al, recorded in the RMC Office for Greenville County on March 9, 1983, in Deed Book 1184 at page 71.

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<b></b>	BURNESOUTH CAROLINA W.X COMMISSION
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which has the address of Route 7, Issaqueena Drive, Greer, (City)

S. C. 29651

\_\_(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.

SOUTH CAROLINA - 1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

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