



P. O. Box 408
Greenville SC 29602

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MORTGAGE

03-3071856

THIS MORTGAGE is made this 6th day of April, 1984, between the Mortgagor, Jimmy L. Staton and Jo Ellen Staton, (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 Fifteen thousand six hundred ninety five and eighty eight cents Dollars, which indebtedness is evidenced by Borrower's note dated 04-06-84, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 04-30-94

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 tract of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Tract 1 containing 0.8 Acres as shown on plat of property of Donald J. Williams made by Jeffrey N. Plumblee, Inc. on July 6, 1982, and having according to said plat the following courses and distances, to wit:

BEGINNING at a nail and cap in Settlement Road and running thence S. 24-38 E. 32.2 feet to anail and cap; thence continuing with Settlement Road S. 24-38 E. 57.2 feet to a nail and cap in said road; thence continuing with said road S. 16-11 E. 97.3 feet to a nail and cap at the joint corner of Tracts 1 & 2; running thence along the joint line of said lots S. 88-39 W. 247.7 feet to iron pin; running thence along the joint line of lots 1 & 3, N. 14-39 W. 142 feet to the edge of a 30-foot private road; thence continuing approximately N. 14-39 W. crossing a 32.2 foot private drive as shown on said plat heretofore referred to 32.2 feet to iron pin; running thence along the property now or formerly of Burton N. 86-36 E. 227.3 feet to a stone and iron pin; thence continuing with said private road N. 86-36 E. 28 feet to a nail and cap in Settlement Road, the beginning corner.

This property is sold subject to the following restrictions and reservations:
1. To all of the restrictions as set forth on said plat which is recorded in the RMC Office for Greenville County in Plat Book 8P, page 90.
2. No building shall be constructed in or near the front or side lines than shown on said plat.
3. Included in this description is a portion of a 32.2 foot private road which is for the use and benefit of all of the owners and their successors in title to the lot as shown in Plat Book 8P, page 90, and this road is to remain open for the use of said owner and that each owner agrees to maintain that portion of the road bordering or running in front of his lot in a satisfactory and passable condition at their own cost, and that the Grantor in this deed shall not be responsible now or in the future for the maintenance of said road. (Continued on page 2.)

which has the address of Rt 7 McElheney Rd Greer,
(Street) (City)
SC 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.

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