

FILED GREENVILLE S.C. MORTGAGE

JUL 29 3 27 PM '83

THIS MORTGAGE is made this 29th day of July 1983 between the Mortgagees J. R. Maddox and R. M. Maddox (herein "Borrower"), and the Mortgagee, FIRST PIEDMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is 210 South Limestone Street, Gaffney, South Carolina 29340 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand and 00/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 29, 1983 (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, 2013

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 situate, lying and being on the easterly side of Brittany Drive, near the City of Greenville, S. C., and being designated as Lot 142 on plat entitled Sector III of Botany Woods, recorded in the RMC Office for Greenville County, S. C. in Plat Book RR-37, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Brittany Drive, joint front corner of Lots 141 and 142, and running thence with the common line of said Lots, N. 79-43 E. 165.2 feet to an iron pin; thence N. 2-15 E. 140 feet to an iron pin, joint rear corner of Lots 142 and 143; thence along the common line of said Lots, S. 77-40 W. 190 feet to an iron pin on the easterly side of Brittany Drive; thence along said Drive, S. 7-45 E. 130 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of John M. Dempsey, of even date, to be recorded herewith in the RMC Office for Greenville County, S. C.

Mortgagee's address: 210 S. Limestone Street, Gaffney, S. C. 29340

Stamp: STATE TAX \$24.00

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which has the address of 10 Brittany Drive Greenville S. C. 29615 (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.

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