

FILED
REC. S. C.
FEB 1 1984
GREENVILLE

MORTGAGE

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THIS MORTGAGE is made this 27th day of January 1984, between the Mortgagor, James M. Clardy and Linda S. Clardy (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, Greenville, South Carolina, 29340 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Six thousand one hundred forty one and 79/100's (\$6,141.79) Dollars, which indebtedness is evidenced by Borrower's note dated January 27, 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 May 25, 1984

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:

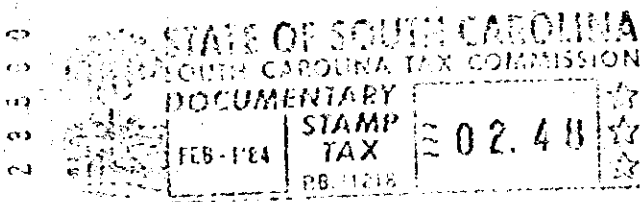
ALL those pieces, parcels or lots of land in the County of Greenville, State of South Carolina, situate lying and being on the western side of Cheyenne Drive, and being known and designated as a portion of Lots 48 and 49 of WEST GEORGIA HEIGHTS Subdivision, plat of which is recorded in the RMC Office for Greenville County, in Plat Book CCC at Page 151 and having the following metes and bounds to wit:

BEGINNING at an iron pin on the western side of Cheyenne Drive, said point being 87 feet north of the common center of Lots 49 and 50, and running thence in a line through Lot 49, S. 75-14 W. 206.1 feet to an iron pin; thence S. 00-24 E. 88 feet to an iron pin; thence in a new line through Lot 48, N. 72-04 E. 209.6 feet to an iron pin on the western side of Cheyenne Drive, thence with said Drive S. 00-13 W. 100 feet to the point of beginning.

Said property is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way appearing on the property and/or of record.

This being the identical property conveyed to James M. and Linda S. Clardy by deed of Larry Davenport and Laurence L. Knighton dated February 1, 1980 and recorded in the RMC Office for Greenville County, S. C., in Deed Book Vol. 1119, Page 974.

The aforesaid property is encumbered by a mortgage given to Larry Davenport and Laurence L. Knighton by James M. and Linda S. Clardy dated February 1, 1980 and recorded in the RMC Office of Greenville County, in Real Estate Mortgage Book 1494, page 733.



which has the address of 210 Cheyenne Drive, Simpsonville, S. C. (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.