

1650 435

First Federal Savings & Loan Association of Spartanburg, S.C. 29304 **MORTGAGE**

380 E. Main St. Spartanburg, S.C. 29304

THIS MORTGAGE was made this 7<sup>th</sup> day of March 1984 between the undersigned James L. Sibert & Virginia R. Sibert (herein "Borrower"), and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SPARTANBURG, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 380 East Main Street, Spartanburg, South Carolina 29304 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety-Nine Thousand Nine Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 1, 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 April 1, 2014

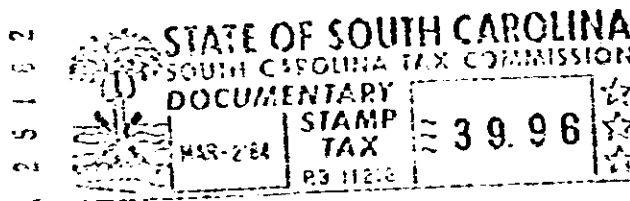
TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any further 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 situate, lying and being on the western side of Sugarberry Drive, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 99 on a plat of Dove Tree Subdivision, recorded in the RMC Office for Greenville County in Plat Book 4X, at pages 21 through 23, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the western side of Sugarberry Drive, at the joint front corner of Lots Nos. 98 and 99, and running thence with the line of Lot No. 98, N. 76-05 W. 160 feet to an iron pin; thence with the rear line of Lots 113 and 114 N. 13-35 E. 125 feet to an iron pin in the line of Lot No. 100; thence with the line of Lot No. 100 S. 76-05 E. 160 feet to an iron pin on the western side of Sugarberry Drive; thence with the western side of Sugarberry Drive S. 13-55 W. 125 feet to the point of beginning.

This is the same as that conveyed to James L. Sibert and Virginia R. Sibert by deed of John K. Jess and Sally M. Jess being dated and recorded concurrently herewith.

The within conveyance is subject to such restrictions, setback lines, zoning ordinances, utility easements and rights of way, if any, as may affect the above described property.



which has the address of 7 Sugarberry Drive Greenville SC (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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