

FILED
GREENVILLE CO. S. C.

VOL 1000 411883

MAY 2 3 53 PM '84

MORTGAGE

DONNIE S. JANKERSLEY
R.M.C.

THIS MORTGAGE is made this 30th day of April,
1984, between the Mortgagor, J. FRANK BLACK and MARY M. BLACK

, (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 One hundred one thousand six hundred fifty and no/100----- Dollars, which indebtedness is evidenced by Borrower's note dated April 30, 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 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 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 lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 19 of a subdivision known as Stone Glen as shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book 9-W at Page 46 together with easements as referred to herein and having, according to a more recent survey prepared for J. Frank Black and Mary M. Black, by Arbor Engineering dated April 29, 1984, being recorded in the RMC Office for Greenville County in Plat Book 10-N at Page 53, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Tilbury Way, joint front corner of Lots 18 and 19, which point is approximately 1,000 feet from the intersection of Tilbury Way and Rutherford Road and running thence with joint line of Lots 18 and 19 S. 18-30 W. 123.34 feet to an iron pin; thence S. 70-23 E. 47.91 feet to an iron pin at the corner of Lot 20; thence with the line of Lot 20 N. 18-33 E. 124.11 feet to an iron pin on the southern side of Tilbury Way; thence with Tilbury Way N. 71-18 W. 48.02 feet to an iron pin at the point of beginning.

GRANTEES, their heirs and assigns forever, are further granted an exclusive easement appurtenant over that adjoining portion of Lot No. 20 (the southwestern portion of the lot) which is enclosed by a fence as is more fully shown on the above mentioned plat. The fenced area is approximately 8 feet wide and approximately 79 feet long. The Grantee shall have the exclusive use of said fenced in area in accordance with the Declaration of Covenants, Conditions, and Restrictions for Stone Glen Subdivision. Said easement shall be perpetual and shall be a covenant running with the land. GRANTOR reserves an easement over the southwestern part of Lot No. 19 which easement lies west of the dwelling on Lot 19 and runs parallel with the western property line of Lot 19 as follows: the easement area begins at the southwestern corner of Lot 19 and extends in a northerly direction approximately 69 feet. The width of the easement is approximately 6 feet and runs from the property line to the edge of the residence and extends from the edge of the residence a distance of approximately 69 feet to the back line. Grantor intends to convey an exclusive appurtenant easement over said area to the purchaser of Lot 18 for said purchaser's exclusive benefit.

The parties hereto understand and agree that at such time as residences are erected on Lots 18 and 20, that an as-built survey of the properties will be built and if the easement areas affecting Lots 18, 19 and 20 vary from the easements described herein, that the parties shall execute a mutual easement agreement more clearly defining the property involved. However, Grantor warrants to Grantees that the easement area hereby granted to the Grantees shall not be less than that described in the within deed.

This being the same property conveyed to Mortgagors by deed of The Smith Companies dated April 30, 1984 and record herewith.

which has the address of 80 Tilbury Way, Greenville (City),
South Carolina 29609 (State and Zip Code) (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.

SOUTH CAROLINA — 1 to 4 Family-675-ENMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

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