

GREENVILLE FILED

1983-261

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MORTGAGE

THIS MORTGAGE is made this 16th day of July 1983, between the Mortgagor, CLARENCE R. MCKINNEY and BARBARA M. MCKINNEY (therein "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 THOUSAND AND NO/100 (\$100,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 16, 1983 (therein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 16, 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 (therein "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 Butler Township, Greenville County, South Carolina, being shown as Lot No. 60, on a plat of ASHETON, SHEETS ONE AND TWO, made by Piedmont Surveyors, dated September 3, 1981, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 8-P pages 84 and 85, and being further shown on a plat prepared for Clarence R. McKinney and Barbara M. McKinney dated July 13, 1983 and prepared by Freeland & Association, RLS, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 7-1 at Page 57 and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING an an iron pin new approximately 781 feet, more or less, from the intersection of Asheton Way and Claiborne Way on the northern side of Asheton Way and running S. 77-25 W. 71.0 feet to an iron pin; thence still with Asheton Way S. 74-41 W. 64.0 feet to an iron pin at the joint front corner of Lot 60 and Lot 61; thence turning and running N. 20-14 W. 330.28 feet to an iron pin at the joint rear corner of Lot 60 and Lot 61; thence turning and running N. 62-01-48 E. 10.0 feet to an iron pin; thence N. 20-23-21 E. 55.0 feet to a point; thence N. 81-47-48 E. 40.0 feet to a point; thence S. 35-12 E. 74.0 feet to an iron pin; thence N. 77-50-12 E. 70.0 feet to an iron pin at the joint rear corner of Lot 59 and Lot 60; thence S. 12-47-15 E. 301.0 feet to the joint front corner of Lot 59 and Lot 60, the point of beginning.

This being the same property conveyed to Mortgagor herein by deed of Asheton, a General Partnership, dated June 7, 1983 and recorded June 7, 1983 in Deed Book 1189 at Page 831.

which has the address of 612 Asheton Way, Greenville South Carolina (therein "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.

SOUTH CAROLINA -

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