

MAY 17 11 55 AM '08

# MORTGAGE

DONNIE S. TANKERSLEY  
R.M.C.

THIS MORTGAGE is made this 17th day of May, 1978, between the Mortgagor, Burch Rudolph Clowney, Jr. and Rebecca B. Clowney (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Five Thousand Five Hundred and NO/100ths (\$45,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated (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, 2008;

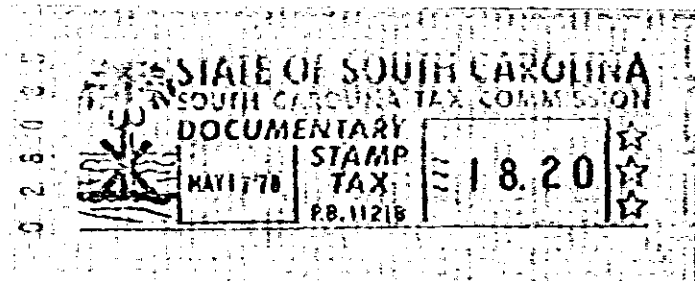
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 35, Devenger Place, Sec. I, on a plat thereof made by Dalton & Neves, Engrs., Oct. 1973, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4-X, at Page 79, and having according to said plat the following metes and bounds to-wit:

Beginning at an iron pin on the southwestern side of Longstreet Drive at the joint front corner of Lots 35 and 36 and running thence along the common line of said Lots S. 19-18 W. 176.1 feet to a point; thence along the common line of Property of Jesse F. Ward and Lot 35 N. 41-25 W. 135 feet to a point; thence along the common line of Lots 34 and 35 N. 37-34 E. 153.1 feet to a point on the southwestern side of Longstreet Drive; thence along the said Longstreet Drive S. 41-25 E. 38.2 feet to a point in the line of Lot 35 and thence S. 46-32 E. 40 feet to the point of beginning.

This property is conveyed subject to all restrictions easements, and zoning ordinances of record or on the ground affecting said property.

This is that same property conveyed to Burch Rudolph Clowney, Jr. and Rebecca B. Clowney by deed of R. Aubrey Nichols and Linda M. Nichols recorded and dated concurrently herewith.



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which has the address of 104 Longstreet Drive, Devenger Place Greer (Street) (City) S. C. 29651 (herein "Property Address"); (State and Zip Code)

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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