

FILED
GREENVILLE, S.C.

BOOK 1502 PAGE 108

MAY 6 2 11 PM '80

DONALD J. HARRIS
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 5th day of May, 1980, between the Mortgagor, John Marshall Mathers, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Eighteen Thousand Eight Hundred Eighty-four & 29/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 5, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2003.....;

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 unit situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 31 of The Highlands Horizontal Property Regime as is more fully described in Master Deed dated August 25, 1972, and recorded in the RMC Office for Greenville County in Deed Vol. 953 at Pages 113-182, and survey and plot plans recorded in Plat Book 4-S at Pages 20, 21 and 22, as amended by First Amendment to Master Deed dated March 5, 1974, and recorded in the RMC Office for Greenville County in Deed Vol. 996 at Pages 45-99, inclusive said new survey and plot plans being recorded in the RMC Office for Greenville County in Plat Book 5-F at Pages 18-20.

This is the same property conveyed to the mortgagor herein by deed of Frann E. Atkins and Ray M. Elliotte, on even date, and recorded in Deed Book 1125, at Page 207, RMC Office for Greenville County.



which has the address of Unit 31, The Highlands Condominiums,
Pine Creek Court Extension, Greenville

South Carolina 29605 (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 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.

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