

S. C.
PP '80
SLEY

BOOK 1510 PAGE 364

MORTGAGE

THIS MORTGAGE is made this 7th day of AUGUST, 19 80, between the Mortgagor, JAMES A. ARNOLD AND JUANITA B. ARNOLD, (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 SIXTY-FOUR THOUSAND NINE HUNDRED FIFTY AND 00/100--- Dollars, which indebtedness is evidenced by Borrower's note dated August 7, 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 September 1, 2010;

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 situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot no. 165 on a plat of Pine Brook Forest Subdivision, according to a plat prepared by Charles K. Dunn, surveyor, recorded in the RMC Office for Greenville County in Plat Book 4X at pages 48-49 and also shown on a more recent plat of "Property of James A. Arnold and Juanita B. Arnold" dated August 5, 1980, prepared by Freeland & Associates, recorded in Plat Book 8-A at page 22, and having, according to the more recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Cannon Circle, joint front corner of lots 164 and 165 and running thence N. 71-49 E., 202.9 feet to an iron pin in a branch; thence with the branch as the line, S. 32-08 E., 215.8 feet to an iron pin; thence leaving said branch, turning and running S. 73-59 W., 164.6 feet to an iron pin; thence turning and running N. 71-41 W., 158.0 feet to an iron pin on Cannon Circle; thence with said Cannon Circle, N. 0-19 E., 115.2 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors by deed of Ben C. Sanders, to be recorded of even date herewith.

which has the address of Route 14, 222 Cannon Circle, Greenville, S.C.,
29607 (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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