

MORTGAGE

BOOK 1560 PAGE 01

THIS MORTGAGE is made this 6th day of November 1981, between the Mortgagor, JAMES R. YAMSHAK AND M. JOYCE YAMSHAK

(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 EIGHTY THOUSAND DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 6, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2011

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 known and designated as Lot No. 90 of Subdivision known as "Addition to Stratton Place" dated May 1, 1978 and recorded in the R.M.C. Office for Greenville County in Plat Book 6-H at Page 54 and having according to a more recent survey prepared by Freeland and Associates, dated November 5, 1981, entitled "Property of James R. Yamshak and M. Joyce Yamshak, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Coventry Road at the joint front corner of Lots Nos. 89 and 90 and running thence with the joint line of said lots S. 33-31 W. 181.6 feet to an iron pin at the joint rear corner of lots 89 and 90 in the line of Pelham Estates; running thence with the line of Pelham Estates S. 56-08 E. 165.0 feet to an iron pin at the joint rear corner of Lots Nos. 90 and 91; running thence with the joint line of said lots N. 15-28 E. 166.6 feet to an iron pin on the southern side of the turn-around of Coventry Road; thence running at the joint front corner of Lots Nos. 90 and 91 running thence with the curvature of the turn-around of Coventry Road, the chord of which is N. 57-43 W. 35.0 feet to an iron pin and N. 15-13 W. 37.38 feet to an iron pin; running thence with the southern side of Coventry Road N. 56-08 W. 50.2 feet to the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor's herein by deed of Heritage Homes, Inc., dated November 6, 1981, and recorded simultaneously herewith.



which has the address of 136 Coventry Road Greenville, South Carolina 29615 (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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