

Return to: Everette Hoke Babb
P. O. Box 449
Mauldin, S. C. 29662

ANDERSLEY
M.C.

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MAY '82
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BOOK 1571 PAGE 398
BOOK 1572 PAGE 394

MORTGAGE

THIS MORTGAGE is made this 28th day of May,
19 82, between the Mortgagor, DOUGLAS E. SWEENEY and J. ELLEN SWEENEY (also known as Jo Ellen Sweeney), (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, who address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

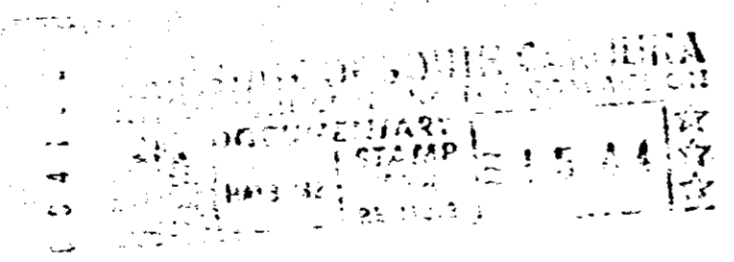
WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY EIGHT THOUSAND SIX HUNDRED and no/100 (\$38,600.00)-----dollars, which indebtedness is evidenced by Borrower's note dated May 28, 1982, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid due and payable on June 1, 2012

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 City of Simpsonville, County of Greenville, State of South Carolina, and being known and designated as Lot No. 707 on a Plat of Westwood Section VI, Sheet 2 recorded in Plat Book 5P at page 35, RMC Office for Greenville County, South Carolina, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on Royal Oak Court at the joint front corner of Lots Nos. 707 and 708 and running thence with said line N. 32-42 W. 109.3 feet to a point; thence running N. 44-52 E. 142.4 feet to a point; thence running S. 48-45 E. 63.06 feet to a point; thence running S. 20-08 W. 149.35 feet to a point; thence running with Royal Oak Court S. 84-41 W. 20.0 feet to a point; thence continuing S. 62-09 W. 20.0 feet to the point of BEGINNING.

Being the same property conveyed to the Borrowers herein by John R. Sally and Lisa A. Sally by deed of even date herewith and filed for record contemporaneously herewith.



Mortgage re-recorded to correct error in original mortgagor signature.

which has the address of 110 Royal Oak Court, Simpsonville, S. C. 29681
(State and Zip Code) (Street) (City)
(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 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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