

FILED  
GREENVILLE CO. S. C.

JUL 12 2 29 PM '83 **MORTGAGE**

DONNIE S. TANNERSLEY  
R.M.C.

THIS MORTGAGE is made this 12th day of July, 1983, between the Mortgagor, ODYSSEAS G. KAKARAS and BENITA J. KAKARAS, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 FIFTY-FIVE THOUSAND AND NO/100 (\$55,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 12, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 12, 1984;

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 lot, piece, or parcel of land, situate, lying and being in the County of Greenville, State of South Carolina, being known as Lot 5 of Woodberry as shown on a plat prepared by Freeland & Associates and titled "Property of Odysseas G. Kakaras and Benita J. Kakaras" dated July 8, 1983 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book          at Page          and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at a point on the northerly side of Richfield Drive at the joint front corner of Lot 5 and Lot 6 and running with Richfield Drive S. 88-31 W. 10.0 feet to an iron pin; thence still with Richfield Drive N. 82-57 W. 166.25 feet to an iron pin; thence still with Richfield Drive N. 79-56 W. 64.39 feet to a point; thence N. 24-59 W. 31.63 feet to an iron pin on the easterly side of Woodberry Drive; thence with Woodberry Drive N. 25-47 E. 28.37 feet to a point; thence still with Woodberry Drive N. 19-36 E. 195.39 feet to a point; thence turning and running No. 90-00 E. 173.88 feet to a point at the joint rear corner of Lot 5 and Lot 6; thence S. 0-00 W. 269.69 feet to the point of beginning.

This being the same property conveyed to mortgagors herein by deed of Land Investments, a General Partnership, dated October 15, 1982 and recorded in the RMC Office for Greenville County, South Carolina on October 15, 1982 in Deed Book 1175 at Page 783.

which has the address of Lot 5 Woodberry Subdivision, Greenville County, South Carolina (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.

