

FILED
GREENVILLE
AUG 23 1983

MORTGAGE

1983

THIS MORTGAGE is made this 17th day of August 1983, between the Mortgagor, Bena M. Davis (therein "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 (therein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred Twenty Five Thousand and No/100----- Dollars, which indebtedness is evidenced by Borrower's note dated August 17, 1983 (therein "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, 2013

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 (therein "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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, located on the western side of McDaniel Avenue being known and designated as a portion of Lots 24 and 25 as shown on plat of property of W. C. McDaniel by R. E. Dalton, Engineers dated January, 1924 being recorded in the RMC Office for Greenville County, S. C. in Plat Book F at Page 186 and being more fully shown on a new survey entitled "Property Survey for Bena M. Davis" prepared by Arbor Engineering, Inc. dated August 22, 1983 and having according to the latter plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the western side of McDaniel Avenue at the joint front corner of Lots Nos. 25 and 26 which iron pin is located 94 feet more or less from the intersection of Canille Street and McDaniel Avenue and running thence with the western side of McDaniel Avenue, S. 9-24 W. 99.87 feet to an iron pin; running thence N. 88-37 W. 190.56 feet to an iron pin in the rear line of Lot No. 15; running thence with the rear line of Lots No. 15 and 14 N. 5-08 E. 99.88 feet to an iron pin; running thence S. 88-24 E. 197.98 feet to the point of BEGINNING.

This being the same property conveyed to the mortgagor herein by deed of Bankers Trust of South Carolina as Trustee under Deed and Trust Agreement dated July 22, 1977, recorded July 25, 1977 in the RMC Office for Greenville County in Deed Vol. 1061 at Page 149 by its deed recorded in the RMC Office for Greenville County on January 12, 1979 in Deed Vol. 1095, Page 287.

which has the address of 702 McDaniel Avenue Greenville S. C. 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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