

GREENVILLE

Aug 23 1983

1983-100

MORTGAGE

THIS MORTGAGE is made this 23 day of August 19 83 between the Mortgagor, Jon Barry Jones and Miriam T. Jones (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 --Sixty Four thousand and NO/100-- Dollars, which indebtedness is evidenced by Borrower's note dated August 23, 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 1st, 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 lot of land in the State of South Carolina, County of Greenville, Chicks Springs Township, being known and designated as LOT NO. 108 on plat entitled "Property of Jon Barry and Miriam T. Jones", prepared by Tri-State Surveyors, dated Aug. 11, 1983, and recorded in the R. M. C. Office for Greenville County in Plat Book 9-Y, page 38, reference to said plat hereby pleaded for a more complete description.

This mortgage is subject to all restrictions, easements, set back lines, rights of way and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to Mortgagor by deed of Frank McElrath recorded in the R. M. C. Office for Greenville County on 8-24-83, in Deed Book 1194, page 942.

which has the address of 107 Oakdale Drive Greer, S. C. 29651 therein "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 belatedly discovered easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SOUTH CAROLINA

5970

12-27-83