

FILED
GREENVILLE S.C.

MORTGAGE

NO. 1636 PAGE 200

THIS MORTGAGE is made this 18th day of November 1983 between the Mortgagor, William Paul Owens and Nancy B. Owens, R.M.C. (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 907 North Main Street, Anderson, South Carolina 29621 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-seven Thousand Nine Hundred and no/100 (\$37,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 18, 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 December 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 (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 those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated at Lots 51, 52 and 53 of Avalon Estates Subdivision as shown on plat recorded in Plat Book S, at Page 89 in the R.M.C. office of Greenville County, S. C. and being more particularly described according to plat prepared by James K. Freeland, Surveyor, dated November 15, 1983, and recorded in Plat Book 10-E, at Page 14 in the office of the R.M.C. for Greenville County, S.C. as a unitary tract as follows:

BEGINNING at a point on the east side of Crestview Drive, the common front corner of the herein described tract and Lot 50; thence running along the common line of the herein described tract and Lot 50 North 77-39 East 155.8 feet to a point; thence running along the common line of the herein described tract and Lots 89, 88 and 87 South 9-44 East 180.18 feet to a point; thence running along the common line of the herein described tract and Lot 54 South 77-39 West 147.7 feet to a point; thence running along the east side of Crestview Drive North 12-21 West 180.0 feet to the point of BEGINNING.

The above described property is subject to any and all easements and/or rights of way for roads, utilities, drainage, etc., as appear of record and/or on the premises and to any and all restrictions, covenants or zoning ordinances affecting such property as appear of record. The above described property is specifically subject to those certain restrictions recorded in Leed Book 495, at Page 522 in the R.M.C. office for Greenville County, S.C.

The above described property is the same conveyed to the Mortgagors herein by deed from Marion W. Fore, Jr., individually and as Administrator and Caroline F. Poon dated September 29, 1983 and recorded in Deed Book 200, at Page 852 in the R.M.C. office for Greenville County, Greenville, South Carolina.

which has the address of Lots 51, 52 and 53, Crestview Drive, Avalon Estates, Greenville,

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 its 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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