

FILED
DEC 14 1983
Greenville S. Carolina

Declaratory Stamps are figured on
the amount financed \$ 7632.08 .

MORTGAGE

VOL 1639 PAGE 966

THIS MORTGAGE is made this 26th day of October 1983, between the Mortgagor, Larry C. and Betty F. Montjoy (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten thousand seven hundred, seventeen and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 26, 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 November 15, 1988.

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 piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Downing Place, near the City of Greenville, being known and designated as Lot No. 59 of a subdivision known as WESTMINISTER VILLAGE, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 5-P at Page 40, and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Downing Place at the joint front corner of Lots 59 and 60, and running thence along the common line of said lots, S. 77-31 W. 167.97 feet to an iron pin; thence running N. 38-45 W. 75 feet to an iron pin; thence running N. 35-52 E. 98 feet to an iron pin, joint rear corner of Lots Nos. 58 and 59; thence along the common line of said lots, S. 76-31 E. 152.7 feet to an iron pin on the western side of Downing Place; thence along the western side of Downing Place, S. 4-21 E. 66.15 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Grantors herein by deed of Regency Enterprises, Inc., dated August 31, 1977, and recorded that same date in Greenville County Deed Book 1063 at Page 875.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described property.

This is that same property conveyed by deed of John J. and Geraldine P. Edwards to Larry C. and Betty F. Montjoy, dated October 16, 1979, recorded October 17, 1979, in volume 1113 at page 736 of the RMC Office for Greenville County, SC.

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which has the address of 102 Downing Place, Greer, S.C. 29651 (Street) (City)
..... (herein "Property Address");
(State and Zip Code)

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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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