

## MORTGAGE

THIS MORTGAGE is made this 22 nd day of October,  
19 84, between the Mortgagor, Kathryn M. and Edward W. Clay, Jr.

, (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 Forty-Three Thousand Nine Hundred Eighty-Four and 45/100 (43,984.45) Dollars, which indebtedness is evidenced by Borrower's note dated October 22, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 30, 1994;

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 of land with the buildings and improvements thereon situate at the southeast corner of the intersection of Skyview Drive and Montrose Drive (formerly Babb Avenue, in the city of Greenville, in Greenville County, South Carolina, being shown as a portion of lot 39A on plat of Estate Tully P. Babb, made by Dalton & Neves, Engineers, August 1954, recorded in the RMC' office for Greenville County, South Carolina in plat book GG at pages 158 and 159 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Montrose Drive at joint corner of lots 38A and 39A and runs thence along the east side of Montrose Drive N 6-50W. 221.3 feet to an iron pin; thence with the curve of Montrose Drive and Skyview Drive (the chord being N. 7-16 E 62.3 feet) to an iron pin on the south side of Skyview Drive; thence along Skyview Drive S 82-18 E 175 feet to an iron pin; thence through lot 39A, S 14-08 E 250 feet to an iron pin; thence along the line of Lot 38A S 85-38 W 217.5 feet to an iron pin on the east side of Montrose Drive, the beginning corner.

This being the same property conveyed to the mortgagor by deed of Creative Investors a partnership and Fuller-Brownell Investment Company and recorded in the RMC office for Greenville County on August 17, 1981 in Deed Book 1153 at Page 664. This is conveyed subject to any restrictions, reservations, zoning ordinances, rights of way or easements that may appear of record, on the recorded plat, or on the premises.

As part of the consideration for this conveyance the grantee herein assume and agree to pay the following mortgages:

(1) That certain mortgage held by American Federal Savings and Loan Association (formerly Fidelity Federal Savings and Loan Association) in the original amount of \$45,000.00 dated and recorded March 14, 1978 in book 1426 at Page 102 of the RMC Office for Greenville County.

(2) That certain mortgage held by Laura Jean Capps Jordan Richardson (formerly Laura Jean Capps Jordan) in the original amount of \$60,000.00 dated and recorded March 14, 1978 in book 1426 at Page 105. 3 Montrose Drive Greenville, South Carolina 29607 (herein "Property Address");

(State and Zip Code)

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.

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