301 College Street, P.O. Box 408, Greenville, S. C. 29662

DEC 1: 4 26 PH '81

DONE : 1 194 ERSLEY

PLACE

300K1559 PAGE 566

MORTGAGE

THIS MORTGAGE is made this 11th day of DECEMBER

19 81, between the Mortgagor, C. DAN JOYNER AND CHARLES E. UPCHURCH

(herein "Borrower"), and the Mortgagee, First Federal

Savings and Loan Association, 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").

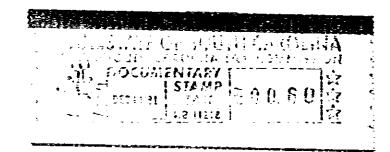
WHEREAS, Borrower is indebted to Lender in the principal sum of ONE THOUSAND FIVE HUNDRED AND NO/100------Dollars, which indebtedness is evidenced by Borrower's note dated DECEMBER 11, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 1, 1984.....;

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 certain piece, parcel or lot of land situate, lying and being in the City and County of Greenville, State of South Carolina and being shown and designated as Lot No. 5 on a Plat of property of Roy J. Meaders recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "UU" at Page 79 B and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Biltmore Avenue at the joint front corner of Lots Nos. 4 and 5 and running thence with Biltmore Avenue S. 9-10 W. 65 feet to a point; thence running N. 79-50 W. 166.6 feet to a point; thence running N. 8-31 E. 56.1 feet to a point; thence running S. 82-54 E. 167.4 feet to the point of beginning.

Derivation: Deed Book <u>//59</u>, Page <u>389</u> - Robert L. Watkins, Jr., and Tamara A. Watkins 12/11/81



which has the address of Lot No. 5, 10 Biltmore Avenue Greenville

U M S. C. 29601

(State and Zip Code)

_(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 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.

SOUTH CAROLINA — 1 to 4 Family—6 75—FNNA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para 24)

28 RV.2