OCT 18 4 32 PH 182

DONNIE S TANKERSLEY

## **MORTGAGE**

THIS MORTGAGE is made this 18th day of October

19 82, between the Mortgagor, John Anthony Furmanski, III and Diane M.

Furmanski , (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").

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

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 253 of Poinsettia, Sheet Two, Section Five as shown on a plat recorded in the RMC Office for Greenville County in Plat Book 5-P, Page 34 and also as shown on a more recent survey entitled "Property of John Anthony Furmanski, III and Diane M. Furmanski", dated October 18, 1982, prepared by Richard D. Wooten, Jr. and recorded in the RMC Office for Greenville County in Plat Book 9-6, Page 1/1, and having, according to the more recent survey, the following metes and bourds, to wit:

BEGINNING at an iron pin on the southwestern side of South Almond Drive, joint front corner of Lots 252 and 253 and running thence with the common line of said lots, S 34-50 W 174.09 feet to an old iron pin in the centerline of a creek; thence turning and running along the centerline of said creek, the following courses and distances: N 50-55 W 66.45 feet to an old iron pin; thence N 66-58 W 54.59 feet to an old iron pin; thence turning and running along the common line of Lots 254 and 253, N 34-45 E 180.0 feet to an old iron pin on the southwestern side of South Almond Drive; thence turning and running along South Almond Drive, S 55-15 E 120.0 feet to the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of James Leary Builders, Inc., to be recorded of even date herewith.

SIAIL OF SOUTH CARCLINA

OF DOCUMENTARY

STAMP

3 2.00

which has the address of 704 South Almond Drive, Simpsonville, SC 29681

\_(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.

SOUTH CAROLINA - 1 to 4 Family-6/75-FNMA/FHEMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

1085

