CONTROL OF THE PROPERTY OF THE

JA 16 11 30 4 14 JUNIAL E GALASLEY

First Federal Savings & Loan P.O. Box 408 Greenville, South Carolina 29602 VOL 1643 PAGE 823

## **MORTGAGE**

THIS MORTGAGE is made this	30th	day of _	December	,
19-83 hetween the Mortgagor, f.	ormerly <u>Deborah</u>	<u>L. Raines, now D</u>	<u>eborah K. Barton and</u>	-
Phillip E. Barton	(here	in "Borrower"), and	the Mortgagee, First redera	l E
Savings and Loan Association of Sa	uth Carolina, a cor	poration organized a	and existing under the laws o	Ī
the United States of America, whose	e address is 301 C	College Street, Green	ville, South Carolina (hereir	n
"Lender").				

WHEREAS, Borrower is indebted to Lender in the principal sum of \$20,363.57, Twenty Thousand Three Hundred, Sixty Three and 57/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 30, 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 January 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 \_\_\_\_\_, State of South Carolina. in the County of \_\_\_\_\_GREENVILLE\_

All that certain piece, parcel or lot of land situated, lying and being on the eastern side of Orchard Drive, near the City of Greenville, State of South Carolina, being known and designated as Lot #167, as shown on a plat prepared by J. Mac Richardson, R. L. S., dated February 1961, entitled "FINAL PLAT-SECTION 3 - ORCHARD ACRES", and recorded in the RMC Office for Greenville County in Plat Book QQ at Page 143, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Orchard Drive, the joint front corner of lots #167 and #166, and running thence along the line of these lots N. 84-30 E. 249.1 feet to an iron pin; running thence N. 7-47 W. 90.06 feet to an iron pin at the joint rear corner of lots #167 and #168; running thence S. 84-30 W. 245.6 feet to an iron pin on the eastern side of Orchard Drive; thence along the eastern side of Orchard Drive S. 5-30 E. 66 feet to an iron pin; thence continuing along the eastern side of Orchard Drive S. 4-10 E. 24 feet to an iron pin, point of beginning.

This being the same property conveyed to the mortgagor by deed of George V. Ashley and Bernice L. Ashley and recorded in the RMC Office for Greenville County on November 11, 1976 in Deed Book 1045 at Page 916.

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which has the address of \_\_306 Orchard Drive Taylors (City)

<u> 29687 (herein "Property Address");</u> South Carolina

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/FHLMC UNIFORM INSTRUMENT (with amendment adding Para, 24)

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