vec 1802 44680

R. Leison, Cassidy & Price, P.A. Attorneys at Law P.O. Box 1885 Greenville, S.C. 29602

THAT IS 2 10 PT OF BONNES SILEY

ADDRESS OF MORTGAGEE: 301 College Street, Greenville, SC 29601

## **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on May 15,

19. 84. The mortgagor is Kenneth W. Cole and Betty C. Cole

("Borrower"). This Security Instrument is given to First Federal

Savings and Loan Association of South Carolina , which is organized and existing under the laws of the United States of America and whose address is 301 College Street,

Greenville, South Carolina 29601 , ("Lender").

Borrower owes Lender the principal sum of Forty-Three Thousand Four Hundred Fifty and No/100 .

Dollars (U.S. S. 43, 450, 00 ...). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payble on June 1, 2014 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications: (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For the purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Greenville County, South Carolina:

ALL that certain piece, parcel or unit, situate, lying and being known and designated as Unit 26-C of Sugar Creek Villas Horizontal Property Regime, as is more fully described in Declaration (Master Deed) dated September 15, 1980 and recorded in the RMC Office for Greenville County on September 15, 1980 in Deed Book 1133 at Page 365 through 436, inclusive, and survey and plot plan recorded in the R.M.C. Office for Greenville County in Plat Book 7-X at Page 40, as amended by First Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime, dated February 25, 1981 and recorded in the RMC Office for Greenville County on February 26, 1981 in Deed Book 1143 at Page 305 through 319, inclusive, as amended by Second Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime, dated August 27, 1981 and recorded in the RMC Office for Greenville County on August 28, 1981, in Deed Book 1154 at Pages 210 through 219, inclusive, as amended by Third Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime, recorded in the RMC Office for Greenville County on May 28, 1982, in Deed Book 1167 at Pages 654 through 660, inclusive, as amended by Fourth Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime, recorded in the RMC Office for Greenville County, on June 11, 1982 in Deed Book 1168 at Pages 451 through 452, and as amended by Fifth Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime, recorded in the RMC Office for Greenville County on April 12, 1984 in Deed Book 1210 at Pages 325 through 336, inclusive.

This being the identical property conveyed to the Mortgagors herein by deed of Cothran & Darby Builders, Inc. dated May 15, 1984 and recorded May 15, 1984 in the RMC Office for Greenville County in Deed Book  $\frac{1}{22/2}$  at Page  $\frac{64}{2}$ .

To Have and 10 Hold such property 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1328 m.ss

**全身中心中的大块**。

Form 3041 12/83

. .