

GRAND FILED
S.C.
APR 21 1 57 PM '80
DONALD STAMERSLEY
R.H.C.

BOOK 1501 PAGE 122

MORTGAGE

THIS MORTGAGE is made this 18th day of April, 1980, between the Mortgagor, DAVID JAMES McCLAIN and RHONDA S. McCLAIN (herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-one Thousand Six Hundred and No/100 (\$21,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 18, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2000.

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Oaklawn Township, known and designated as Lot No. 1 on a plat made by John C. Smith, Surveyor, November 6, 1958, recorded in the RMC Office for Greenville County in Plat Book 00 at page 169 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of road and running thence N 58-14 E 209.6 feet with the property now or formerly of Faith Temple to an iron pin; thence S 22-30 E 64 feet to an iron pin; thence S 40-30 E 46.4 feet to an iron pin, the point rear corner of Lots 1 and 2 on said plat; thence with the joint line of said lots N 58-51 E 166.8 feet to a nail and cap in the center of said road; thence with the center of said road N 48-52 W 142.4 feet to a nail and cap in the center of said road, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of B. F. Spearman and Betty K. Spearman to be recorded herewith.



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which has the address of _____ (Street) _____ (City) _____ (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 seized 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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