

DAN H. MCKINNEY

FILED
S.F. : 70 S. C.

Mail Box 1503 Page 386
Family Federal Savings & Loan Assg.
Drawer L
Greer, S.C. 29651

AM '80 MORTGAGE
DONN... SRSLEY

THIS MORTGAGE is made this 17th day of May 1980, between the Mortgagor, James C. McIntosh and Mary R. McIntosh (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 713 Wade Hampton Blvd. Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand (\$10,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 17, 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, 1990;

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: lying and being on the Eastern side of St. Mark Road and being designated as Lot No. 1 of the Dan H. McKinney Property according to plat prepared by J. Earl Freeman, recorded in the R. M. C. Office for Greenville County in Plat Book "I" page 151, together with the driveway rights of way on Lot No. 2 adjoining said property. Said lot shown as Lot No. 37, Block 1, Sheet T9.1 on Greenville County block (tax) maps and fronts 50 feet on the eastern side of St. Mark Road and runs back in parallel lines to a depth of 300 feet and is 50 feet on rear. Said lot is bounded on the south by property now or formerly of Charles R. Yates and on the north by property now or formerly of Beulah M. Green. This is the same conveyed to the within mortgagors by Joe W. Carroll by deed to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY
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which has the address of Rt. 3, St. Mark Road Greer, S. C., 29651 (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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