

GREENVILLE CO. S.C.

APR 12 10 03 AM '79

DOHNIE S. TANKERSLEY  
R.H.C.

MORTGAGE

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THIS MORTGAGE is made this 10th day of April 1979, between the Mortgagor, Douglas W. Berry and Carol Beth Berry (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina whose address is 500 E. Washington Street, Greenville, S.C., (herein "Lender").

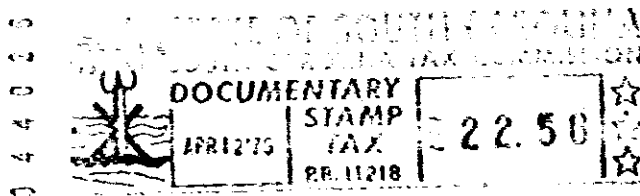
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-six Thousand Four Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 10, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 10, 2009;

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 piece, parcel or tract of land with the improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known as Lot No. 141, Devenger Place, as shown on plat dated February 1978, recorded in Plat Book 6-H, at page 73, in the Office of the RMC for Greenville County, and having, according to said plat, the following courses and distances:

BEGINNING at an iron pin on the northerly edge of the right of way of Rosebud Lane, joint front corner of Lots 141 and 140, and running thence with said right of way S. 80-52 W. 100 feet to an iron pin on the boundary of property now or formerly of Cely; thence along the line of Lot 141 and property of Cely, N. 14-14 W. 130.52 feet to an iron pin; thence N. 80-52 E. 111.6 feet to an iron pin at the joint rear corner of Lots 141 and 140; thence along the line of Lots 141 and 140, S. 9-08 E. 130 feet to an iron pin, the point of beginning.

of Devenger Road Land Company Being the same property conveyed to the Mortgagor herein by deed/ dated April 10, 1979, recorded in the Office of the RMC for Greenville County, in Deed Book 1100, at page 362 on April 12, 1979.



which has the address of Rosebud Lane, Devenger Place, 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 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.

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