

FILED  
GREENVILLE CO. S. C.

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SONNIE S. JANKERSLEY  
R.M.C.

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# MORTGAGE

THIS MORTGAGE is made this 25th day of July, 1979, between the Mortgagor, John E. Clark, Jr. and Gale R. Clark, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand Seven Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated 25 July 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 1 August 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being at the northeasterly intersection of Berrywood Court and Sugar Creek Lane, being known and designated as Lot No. 39 on a plat entitled Map No. 7 Sugar Creek as recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7C at Page 15, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of Berrywood Court, said pin being the joint front corner of Lots No. 38 and 39 and running thence with the common line of said lots N. 80-23 E. 93.17 feet to an iron pin the joint rear corner of lots no. 39 and 384; thence with the common line of said lot S. 40-57-36 E. 126.14 feet to an iron pin on the northwesterly side of Sugar Creek Lane; thence with the northwesterly side of Sugar Creek Lane S. 58-38-57 W. 144.08 feet to an iron pin at the northeasterly intersection of Berrywood Court and Sugar Creek Lane; thence with said intersection N. 56-31-39 W. 34.16 feet to an iron pin on the northeasterly side of Berrywood Court; thence with the northeasterly side of Berrywood Court, N. 9-37 W. 137.75 feet to an iron pin, the point of beginning.

This being the same property conveyed to Mortgagors herein by deed of Cothran and Darby Builders, Inc. dated 25 July 1979 and recorded 25 July 1979 in the RMC Office for Greenville County in Deed Book 1107 at page 763.

Address of Mortgagee: Post Office Box 408, Greenville, South Carolina

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
DOCUMENTARY  
STAMP  
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which has the address of 204 Sugar Creek Lane Greer

South Carolina (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.

RECORDED  
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