

S. C.
'79
SLEY

MORTGAGE

THIS MORTGAGE is made this 23 day of OCTOBER, 1979 between the Mortgagor, DAVID C. JONES & DONNA L. JONES, (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 THIRTY SEVEN THOUSAND THREE HUNDRED FIFTY-FIVE & 83/100 Dollars, which indebtedness is evidenced by Borrower's note dated October, 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 November 1, 2007.....;

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 located, lying and being in the County of Greenville, State of South Carolina, near Gilreath Mill, containing 5.44 acres, more or less, being designated as the Lewis Hughes Tract on plat of W. Dennis Smith Property as shown on plat prepared by John A. Simmons, Surveyor, dated February 17, 1962, recorded in the RMC Office for Greenville County in Plat Book WW pages 230-232, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of a new road and running thence with the southern side of said road N. 88-51 W. 100 feet to a point; thence with southern side of said road N. 86-15 W. 213 feet to an iron pin; thence with the eastern side of said road S. 4-56 E. 300 feet to an iron pin; thence S. 4-56 E. 272 feet to an iron pin; thence S. 45-04 W. 164 feet to an iron pin; thence S. 67-34 W. 100 feet to an iron pin; thence S. 77-04 W. 100 feet to an iron pin; thence S. 22-34 W. 168 feet to Clear Creek; thence down and with the meanderings of said creek, S. 69-15 E. 133 feet; thence N. 75-35 E. 173 feet; thence N. 35-55 E. 335 feet; thence N. 67-35 E. 162 feet to a point in creek; thence N. 23-30 W. 85 feet to an iron pin; thence N. 10-30 W. 123 feet to an iron pin; thence N. 1-09 E. 130.1 feet to an iron pin; thence N. 13-05 E. 227.8 feet to the beginning point.

This is the same property conveyed to mortgagors this date by John K. McCanless and Pauline A. McCanless by deed of even date herewith.

which has the address of Cool Creek Drive Rt 7 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.

11
15
8
4
0

4328 RV-2