

Mortgagee's Address: P. O. Box 937, Greenville, S. C. 29602

FILED
GREENVILLE CO. S. C.

FEB 14 13 PM '80

MORTGAGE

BOOK: 1494 PAGE 718

DONNIE TANKERSLEY

THIS MORTGAGE is made this 31st day of January, 1980, between the Mortgagor, J. Gordon Clayton and Brenda S. Clayton (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is Hampton Street Columbia, South Carolina (herein "Lender").

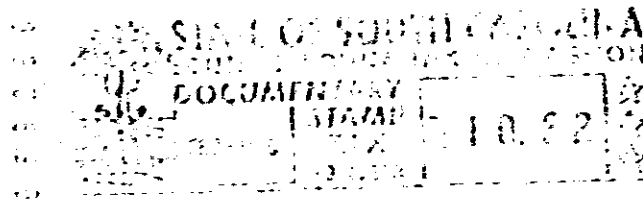
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Six Thousand Two Hundred Fifty and No/100 (\$26,250.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 31, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1985

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 located, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 13 on plat entitled "Collins Creek Subdivision", dated July 30, 1979, prepared by C. O. Riddle, RLS, recorded in the Greenville County RMC Office in Plat Book 7-C, at Page 57, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the edge of Cleveland Street, said point being the joint front corner of Lot 12 and running thence along the joint property line of Lot 12 N. 8-35 E. 250 feet to a point, said point being the joint rear corner with Lot 12; thence along the edge of an alley N. 83-40 W. 191.7 feet to a point, said point being the joint rear corner with Lot 14; thence along the joint property line of Lot 14 S. 1-07 E. 250 feet to a point in the edge of Cleveland Street, said point being the joint front corner with Lot 14; thence along the edge of Cleveland Street S. 86-13 E. 46.95 feet to a point; thence continuing along the edge of said Street S. 81-25 E. 102.59 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Babbs Hollow Development Company, a South Carolina General Partnership, dated January 30, 1980, and to be recorded of even date herewith.



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which has the address of Lot 13, Collins Creek Subdivision, Greenville, (Street) (City) S. C. 29607 (herein "Property Address"); (State and Zip Code)

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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