

GREENVILLE, S. C.
OCT 17 2 56 PM '80
DONN TANKERSLEY

MORTGAGE

1520 1981

THIS MORTGAGE is made this 17th day of October 1980 between the Mortgagor, Jack W. Cleveland and Nancy Cleveland (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of South Carolina, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

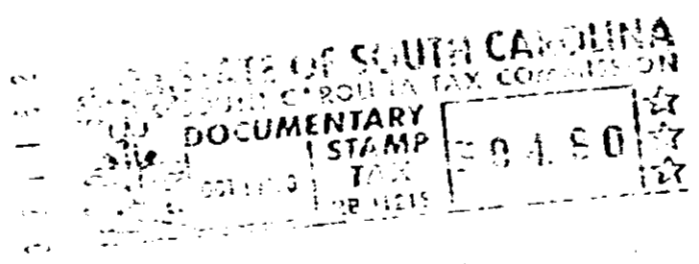
WHEREAS, Borrower is indebted to Lender in the principal sum of Twelve Thousand and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated October 17, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 1995.

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 in the County of Greenville, State of South Carolina situate, lying and being on the eastern side of Davis Street and being known and designated as Lot No. 38 of Sans Souci Park, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book C at Page 158 and having, according to a more recent plat entitled "Property of Jack W. Cleveland and Nancy Cleveland", prepared by Freeland & Associates, dated October 17, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern edge of Davis Street at the joint front corner of Lots Nos. 39 and 38 and running thence with the line of Lot No. 39 S. 53-50 E. 200 feet to an iron pin; thence S. 40-22 W. 45 feet to an iron pin at the joint rear corner of Lots Nos. 37 and 38; thence with the line of Lot No. 37 N. 55-54 W. 193 feet to an iron pin on the eastern edge of Davis Street; thence with Davis Street N. 31-56 E. 52 feet to the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Myrtle S. Cleveland dated October 17, 1980 and recorded in the R.M.C. Office for Greenville County in Deed Book 1135 at Page 618.



which has the address of 100 Davis Street, Greenville, S. C. (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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