

MORTGAGE

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THIS MORTGAGE is made this 16 day of August 1982 between the Mortgagor, Stephen E. O'Rourke and Mary K. O'Rourke (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 P.O. Box 10148 Greenville, S.C. (herein "Lender").

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

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 lot of land with all buildings and improvements thereon situate, lying and being on the northwestern side of Dove Tree Road in Greenville County, South Carolina being known as the greater portion of lot 64 and a small portion of lot 63 on a plat of Dove Tree recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 4-X, Pages 21 through 23 and having according to a plat of a Revision of Lots 63 and 64 of Dove Tree made by Freeland and Associates, surveyors, dated April 9, 1979, recorded in the R.M.C. Office for Greenville County in Plat Book 7-E, page 49, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Dove Tree Road at the joint front corner of lots nos. 64 and 65 and running thence with the common line of said lots N. 49-33 W. 171.18 feet to an iron pin; thence N. 44-27 E. 35 feet to an iron pin; thence N. 55-24 E. 121.3 feet to an iron pin at the corner of lot 63; thence a new line through lot no. 63, S. 28-37 E. 146.5 feet to an iron pin on Dove Tree Road; thence with the northwestern side of Dove Tree Road, S. 46-18 W. 30 feet to an iron pin; thence continuing with said side of Dove Tree Road, S. 37-30 W. 70 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Charles W. & Sarah Zell of even date to be recorded herewith.

which has the address of 101 Dovetree Road (Street) S. C. 29607 (State and Zip Code) (herein "Property Address");

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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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