

FILED
OCT 26 1982
Doris & Tankersley
RMO

MORTGAGE

THIS MORTGAGE is made this 13th day of October 19 82, between the Mortgagor, Jerry D. Jaynes and Linda H. Jaynes, (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 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 10,075.04 which indebtedness is evidenced by Borrower's note dated October 13, 1982 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on October 15, 1992;

TO SECURE to Lender 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, 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:

JERRY D. JAYNES AND LINDA H. JAYNES, THEIR HEIRS AND ASSIGNS FOREVER:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lots No. 73 and 74 of a subdivision known as Pinewood Estates as shown on plat thereof prepared by H. S. Brockman, Surveyor, November 7, 1958 and recorded in the RMC Office for Greenville County in Plat book MM at page 55, and having, according to said plat, the following metes and bounds, to wit: -T9,6-1-159,160

BEGINNING at an iron pin on the southern side of Pinewood Drive, joint front corner of Lots No. 74 and 75 and running thence with the common line of said lots, S. 20-25 E., 170 feet to an iron pin; thence S. 69-35 W., 220.4 feet to an iron pin; thence N. 1-55 W., 179.6 feet to an iron pin on the southern side of Pinewood Drive; thence along Pinewood Drive, N. 69-35 E., 162.4 feet to an iron pin, the beginning corner.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat, or on the premises.

This is the same property conveyed to the grantors by deed recorded in the RMC Office for Greenville County in Deed Book 981 at Page 20.

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which has the address of Rt. 3, Pinewood Drive, Taylors, South Carolina, South Carolina 29687 (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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