

LONG, BLACK & GASTON

FILED
GREENVILLE S.C.

MORTGAGE

DEC 16 11 31 AM '82
JUN 1 1982
WILKINSON PERSLEY
S.C.

BOOK 1589 PAGE 520

THIS MORTGAGE is made this 16th day of December 1982, between the Mortgagor, Richard R. Witowski and Avis B. Witowski (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").

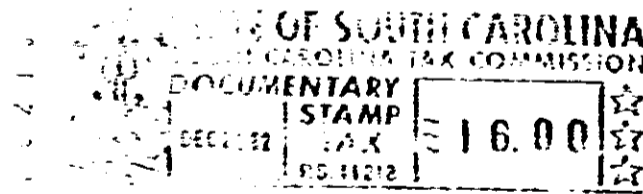
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty thousand and no/100 (40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 16, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2004

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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 375 on Plat of Devenger Place, Section 15, recorded in the RMC Office for Greenville County, S. C. in Plat Book 8P at Page 26, and having, according to a more recent survey prepared by Freeland and Associates, dated December 14, 1982, entitled "Property of Richard R. Witowski and Avis B. Witowski, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corners of Lots 376 and 375 and running thence S. 10-04 E. 140.0 feet to an iron pin; thence with the line of lots 379 and 380, S. 79-56 W. 86.0 feet to an iron pin at the joint rear corner of Lots 375 and 374; thence with the line of 374, N. 10-04 W. 140.0 feet to an iron pin; thence with Rosebud Court, N. 79-56 E. 86.0 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Julian Road Developers, a South Carolina Partnership, dated December 15th, 1982 and recorded simultaneously herewith.



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which has the address of Lot 375 Devenger Place S/D, Greer,
[Street] [City]
South Carolina 2965 (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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