

FILED
GREENVILLE CO. S. C.
JAN 20 9 23 AM '83
DONNIE S. TANKERSLEY
R.M.C.

First Federal of South Carolina
Post Office Box 408
Greenville, South Carolina 29602

BOOK 1592 PAGE 394

MORTGAGE

THIS MORTGAGE is made this 18th day of January,
1983, between the Mortgagor, C. Dan Joyner

, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-eight Thousand Four Hundred Ten and forty/100 (\$88,410.40) Dollars, which indebtedness is evidenced by Borrower's note dated January 18, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 18, 1983.

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, with any and all improvements thereon, lying, being and situate on the Eastern side of Charlbury Street, in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot 23 on a plat entitled Section F of Gower Estates, dated November, 1965, and recorded in Plat Book JJJ at Page 99 in the R.M.C. Office for Greenville County, S.C., which plat is incorporated herein by reference, and having according to said plat the following courses and distances, to-wit:

BEGINNING at an iron pin on the Eastern side of Charlbury Street, joint front corner of Lots 23 and 22, and running along the eastern side of said street N. 19-56 W. 115 feet to an iron pin on the Eastern side of Charlbury Street, joint front corner of Lots 23 and 24; thence along the joint line of said lots N. 70-04 E. 179.9 feet to an iron pin, joint rear corner of Lots 23 and 24; thence S. 19-50 E. 115 feet to an iron pin, joint rear corner of Lots 23 and 22; thence along the joint line of said lots S. 70-04 W. 179.7 feet to the point of beginning.

This property is subject to all restrictions, covenants, easements, and rights-of-way appearing of record and also by inspection of the premises.

This is the identical property conveyed to C. Dan Joyner by Elise W. Johnson by deed recorded simultaneously herewith.

This mortgage is a second lien to none on the above described property.



which has the address of 23 Charlbury Street Greenville,
(Street) (City)

South Carolina 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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