

FILED
GREENVILLE S.C.
APR 18 12 19 PM '83
DONNIE S. T. BERSLEY
R.H.C.

BOOK 1802 PAGE 349

MORTGAGE

THIS MORTGAGE is made this 13TH day of APRIL, 1983, between the Mortgagor, EVERETT K. DUCKETT AND MARY FRANCES DUCKETT

, (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 FIFTEEN THOUSAND AND NO/100---(\$15,000.00)----- Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 13, 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 MAY 1, 1998

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 THOSE PIECES, PARCELS OR LOTS OF LAND, SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, ON THE EASTERLY SIDE OF CHERYLE DRIVE, BEING SHOWN AND DESIGNATED AS LOTS NOS. 64 AND 65 ON PLAT OF PALMETTO TERRACE SUBDIVISION, DATED JULY 1, 1958, PREPARED BY J. MAC RICHARDSON, AND RECORDED IN PLAT BOOK QQ AT PAGE 13 IN THE RMC OFFICE FOR GREENVILLE COUNTY, AND BEING FURTHER SHOWN ON A MORE RECENT PLAT BY DALTON & NEVES CO., ENGINEERS, DATED APRIL, 1983, ENTITLED "PROPERTY OF EVERETT DUCKETT AND MARY FRANCES DUCKETT", AND HAVING, ACCORDING TO SAID LATTER PLAT, THE FOLLOWING METES AND BOUNDS, TO-WIT:

BEGINNING AT AN IRON PIN ON THE EASTERLY SIDE OF CHERYLE DRIVE, JOINT FRONT CORNER OF LOTS NOS. 63 AND 64, AND RUNNING THENCE ALONG THE COMMON LINE OF SAID LOTS, S. 64-14 E. 163.2 FEET TO AN IRON PIN; THENCE TURNING AND RUNNING ALONG THE COMMON LINE OF LOTS NOS. 12, 13, 64 AND 65, S. 31-00 W. 140.8 FEET TO AN IRON PIN, JOINT REAR CORNER OF LOTS NOS. 65 AND 66; THENCE ALONG THE COMMON LINE OF SAID LOTS, N. 64-14 W. 150 FEET TO AN IRON PIN ON THE EASTERLY SIDE OF CHERYLE DRIVE; THENCE ALONG SAID DRIVE, N. 25-46 E. 140 FEET TO AN IRON PIN, THE POINT OF BEGINNING.

DERIVATION-LOT 64: THIS BEING THE SAME PROPERTY CONVEYED TO THE MORTGAGORS HEREIN BY DEED OF JACK A. TUCKER AND HAZEL L. TUCKER, DATED MAY 11, 1982, AND RECORDED THAT SAME DATE IN GREENVILLE COUNTY DEED BOOK 1166 AT PAGE 730.

DERIVATION-LOT 65: THIS BEING THE SAME PROPERTY CONVEYED TO THE MORTGAGORS HEREIN BY DEED OF HENRY F. HAMPTON AND ESTHER H. HAMPTON, DATED MAY 11, 1982, AND RECORDED THAT SAME DATE IN GREENVILLE COUNTY DEED BOOK 1166 AT PAGE 728.

6.00

which has the address of 14 CHERYLE DRIVE, GREENVILLE, SOUTH CAROLINA, 29611
(Street) (City)

(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.