

FILED
GREENVILLE
AUG 18 1 30 PM '83

MORTGAGE

THIS MORTGAGE is made this 15th day of August 1983, between the Mortgagor, James R. and Shirley S. Jones (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 three thousand one hundred dollars Dollars, which indebtedness is evidenced by Borrower's note dated August 15, 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 August 30, 1986

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 all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, lying on the southwest side of Hale Drive, being shown and designated as Lot Nos. 15 and 16, Block A, on a plat of Pinehurst, recorded in the R/C Office for Greenville County, in Plat Book S, page 77, and having, according to a more recent survey by T.C. Adams, the following courses and distances, to wit:

BEGINNING at an iron pin on the southwest side of Hale Drive at the joint front corner of Lots 14 and 15, and running, thence with said Drive, S. 28-27 E. 120 feet to an iron pin; thence with the joint line of Lots 16 and 17, S. 62-23 W. 137.4 feet to an iron pin; thence N. 29-08 E. 120 feet to an iron pin; thence N. 62-23 E. 139.6 feet to an iron pin, the point of beginning.

This conveyance is made subject to all restrictive covenants, setback lines, rights of way and easements, if any, of record, or as shown on recorded plat (s).

This is the identical property conveyed to the grantor herein by deed of Wesley L. Neely dated April 26, 1971 and recorded in the R/C Office for Greenville County in Deed Book 913 at Page 532.

Title received from Shirley G. Snykendall. By deed dated 11-8-72 Volume 960 Page no. 107.

This is a second mortgage and junior in lien to that mortgage executed by James R. and Shirley S. Jones to First Federal of SC which mortgage is recorded in R/C Office of Greenville County in Book No. 145 Page 435 Date 5/15/72.

which has the address of 101 Hale Dr., Taylors, SC 29637

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, 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 seized 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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