

GREENV

1627 833

SEP 27 2 45 PM '83

RECORDED

MORTGAGE

THIS MORTGAGE is made this 28th day of September, 1983, between the Mortgagor, Townes B. Johnson Company, Inc., (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 Sixty Six Thousand Four Hundred and No/100 (\$66,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 28, 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 September 28, 1984.....;

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 on the southeastern side of Atherton Way, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 75 on plat entitled "Devenger Pointe", prepared by Dalton & Neves, dated March, 1983 and recorded in the RMC Office for Greenville County, S. C. in Plat Book 9F, at Page 59, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southeastern side of Atherton Way at the joint front corner of Lots Nos. 75 and 76 and running thence with the line of Lot No. 76, S. 57-01 E. 140 feet to an iron pin in the line of Lot No. 74; thence with the line of Lot No. 74, S. 32-59 W. 100 feet to an iron pin on the eastern side of Devenhill Court; thence with the eastern side of Devenhill Court, the following courses and distances: N. 57-01 W. 115 feet to an iron pin; thence N. 12-01 W. 35.35 feet to an iron pin on the southeastern side of Atherton Way; thence with the southeastern side of Atherton Way, N. 32-59 E. 75 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Devenger Property Associates, A South Carolina General Partnership, dated September 2, 1983 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1196, at Page 148 on September 12, 1983.

SOUTH CAROLINA
 STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE
 TAX \$ 26.50

which has the address of Lot No. 75 Atherton Way, Greer, SC 29651,
(Street) (City)

(State and Zip Code) (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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