

GREENVILLE  
FILED  
OCT 21 11 35 AM '83  
BOOK

MORTGAGE

89-319187-2

THIS MORTGAGE is made this 19th day of October, 1983, between the Mortgagor, JIMMY D. JAMES and MELBA S. JAMES, (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 Twelve Thousand five hundred eighty four and 4/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 19, 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 October 30, 1994...

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 located, lying and being in the County of Greenville, City of Greenville, State of South Carolina, on the western side of Stonehaven Drive, being shown and designated as Lot No. 110 on a plat of the Estate of Tully P. Babb made by Dalton & Neves, dated August, 1954, revised February, 1969, recorded in the RMC Office for Greenville County, S.C., in Plat Book QQ, Pages 162 and 163, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Stonehaven Drive at the joint front corner of Lots Nos. 109 and 110 and running thence with the common line of said lots S. 80-03 W. 331 feet to an iron pin; thence along the line of Lot No. 2 S. 4-52 E. 78 feet to an iron pin on the line of Lot No. 111; thence along the line of Lots Nos. 111 and 112 S. 75-19 E. 331.2 feet to an iron pin on Stonehaven Drive; thence with the western side of Stonehaven Drive N. 8-58 E. 108.6 feet to an iron pin; thence continuing with the western side of Stonehaven Drive N. 9-06 W. 113 feet to an iron pin, the point and place of beginning.

Being the same property conveyed to the Mortgagors herein by deed of William M. Madden recorded August 15, 1978, in the RMC Office for Greenville County, S.C., in Deed Book 1085 at Page 311.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF GREENVILLE COUNTY, SOUTH CAROLINA  
OCT 21 1983  
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which has the address of 62 Stonehaven Drive, Greenville,  
(Street) (City)  
S. C. 29607 (herein "Property Address");  
(State and Zip Code)

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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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