

FILED  
GREENVILLE CO. S. C.

OCT 26 1 23 PM '83

**ADJUSTABLE MORTGAGE**

BOOK 1532 PAGE 487

DONALD B. HARRISLEY  
R.M.C.

THIS MORTGAGE is made this 26th day of October 1983, between the Mortgagor, John William Townes (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Seven Thousand Six Hundred Fifty (\$67,650.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 26, 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 November 1, 2013.

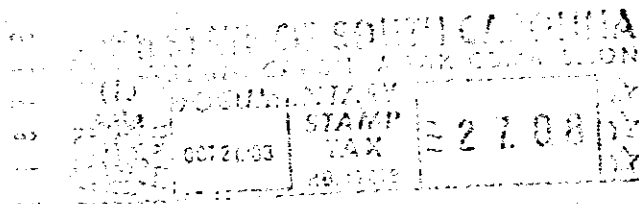
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the City of Greenville, County of Greenville, State of South Carolina, at the corner of Rutherford Road and Summit Drive, being a portion of Lot 6 as shown on plat of "Map of West Croftstone Acres" recorded in the RMC Office for Greenville County in Plat Book E at Page 36, and being more particularly described according to a plat entitled "Property of John William Townes" dated October 17, 1983, by Carolina Surveying Co., recorded in the RMC Office for Greenville County in Plat Book 10-D at Page 100-14 and having, according to said latter plat, the following metes and bounds, to-wit:

*JWT*

BEGINNING at an iron pin on the northern side of Rutherford Road at its intersection with Summit Drive and running thence with said Rutherford Road S. 73-26 W. 135 feet to an iron pin; thence in a new line through Lot 6, N. 8-14 W. 224.7 feet to an iron pin; thence N. 76-35 E. 153.4 feet to an iron pin on the western side of Summit Drive; thence with said Summit Drive S. 7-02 E. 199 feet to an iron pin; thence with the intersection of Summit Drive and Rutherford Road S. 28-51 W. 25.1 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Richard W. Locke, to be executed and recorded of even date herewith.



15-2 002683 1342

which has the address of 943 Rutherford Road, Part Lot 6 West Croftstone Acres, Greenville, SC 29609. (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 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.

5-0001

0487

4328-W-2