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GREENVILLE S.C.  
NOV 23 1983  
DUNN & WENDELL  
R.M.C.

LONG, BLACK & GASTON

ADJUSTABLE MORTGAGE

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THIS MORTGAGE is made this 22nd day of November 1983, between the Mortgagor, JAMES D. POWELL and JUDITH G. POWELL (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 SEVENTY THREE THOUSAND FIVE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 22, 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 December 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 State of South Carolina, County of Greenville, being known and designated as Lot No. 49 of a subdivision known as River Downs, according to a plat thereof, prepared by Piedmont Engineers, Architects and Planners, dated July 17, 1974, and recorded in the RMC Office for Greenville County in Plat Book 4-R at Page 75 and 76 and having, according to a more recent survey prepared by Freeland and Associates, dated November 17, 1983, entitled "Property of James D. Powell and Judith G. Powell, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Shetland Way, the joint front corner of Lots 40 and 41, and running thence N. 48-00 W. 168.84 feet to an iron pin, the joint rear corner of Lots 40 and 41; thence running N. 65-34 E. 216.54 feet to an iron pin, the joint rear corner of Lots 39 and 40; thence running with said joint line S. 6-40 W. 201.23 feet to a point on Shetland Way, the joint front corner of Lots 39 and 40; thence running with said Street N. 78-33 W. 25 feet to an iron pin; thence running along said Street S. 72-10 W. 25 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Sam H. Bell and Anne E Bell dated October 25, 1983 and recorded simultaneously herewith.

which has the address of ... 210 Shetland Way Greer South Carolina 29615 (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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