

# MORTGAGE

THIS MORTGAGE is made this 25th day of November, 1983, between the Mortgagor, William W. Berry

(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 - FORTY-TWO THOUSAND SIX HUNDRED AND NO/100 (\$42,600.00) dollars, which indebtedness is evidenced by Borrower's note dated November 25, 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, 1983.

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 unit, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, being known as Unit No. 5-D in Briarcreek Condominiums, Horizontal Property Regime, situate on or near the southerly side of Pelham Road, as more particularly described in Master Deed and Declaration of Condominium dated September 20, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 956 at page 99.

The within property is made subject to the reservations, restrictions and limitations on use of the above described premises and all covenants and obligations set forth in Master Deed and Declaration of Condominium, dated September 20, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 956 at page 99, and as set forth in the By-Laws of Briarcreek Association, Inc., as the same may hereafter from time to time be amended; all of said reservations, restrictions, limitations, assessments or charges and all other covenants, agreements, obligations, conditions and provisions are incorporated in the within deed by reference and constitute covenants running with the land, equitable servitudes and liens to the extent set forth in said documents and as provided by law, all of which are hereby accepted by mortgagor herein and his heirs, administrators, executors and assigns and successors.

This is the same property conveyed to mortgagor by deed of James M. Davis dated November 23, 1983, to be recorded herewith.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, DEED BOOK 956, PAGE 99, ON NOVEMBER 28, 1983.

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Wm. W. Berry  
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which has the address of 17 Briargate Place, Unit 5-D, Greenville

South Carolina 29607 (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.

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