

GREENVILLE S.C.  
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R.M.C. HOLEY

VOL 1638 PAGE 401

# MORTGAGE

THIS MORTGAGE is made this 2nd day of December, 19 83, 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-three Thousand One Hundred Fifty and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated \_\_\_\_\_, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_;

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, with improvements thereon, situate, lying and being on the northeastern side of Devenhill Court near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 74 of a subdivision known as Section Number One, Devenger Pointe, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 9-F at Page 59 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Devenhill Court at the joint front corner of Lots Nos. 73 and 74 and running thence with the eastern side of Devenhill Court, the chord of which is N. 76-48 W., 85.72 feet to an iron pin at the joint corner of Lots Nos. 74 and 75; running thence N. 32-59 E., 190 feet to an iron pin in the line of Lot No. 77; running thence with the line of Lot No. 77, S. 57-01 E., 130 feet to an iron pin at the joint rear corner of Lots 73 and 74; running thence with the joint line of said lots S. 50-01 W., 168.35 feet to an iron pin on the northeastern side of Devenhill Court, the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Devenger Pointe Company, a South Carolina Partnership recorded herewith.

which has the address of Devenhill Court Greer  
S.C. 29651 (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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