

FILED
GREENVILLE S.C.
DECEMBER 15 1983
SHERIFF'S OFFICE

RE83-190
MORTGAGE

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THIS MORTGAGE is made this fifteenth (15th) day of December 1983, between the Mortgagor, Don H. Potter and Peggy J. Potter (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 Thirty-Thousand and No/100ths ~~(\$30,000.00)~~ Dollars, which indebtedness is evidenced by Borrower's note dated December 15, 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 January 1, 2014

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 tract of land, with all buildings and improvements, situate, lying and being off the eastern side of Kindlin Way Extension and being located on the southern side of a private driveway, in Greenville County, South Carolina, being shown and designated as Lot No. 4 on a plat of CLUB POINTE, PHASE III, SECTION III BUILDING SITE NO. 2, made by Arbor Engineering, dated November 4, 1983, recorded in the RMC Office for Greenville County, S. C. in Plat Book 9-W, page 52, reference to which is hereby craved the metes and bounds thereof.

This being the same as that conveyed to Don H. Potter and Peggy J. Potter by deed of Club Pointe Developers, a South Carolina General Partnership being dated and recorded concurrently herewith.

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which has the address of Lot No. 4, Club Pointe, Phase III, Section III, Building Site No. 2, Taylors, SC, 29687 (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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