

JAN 31 4 13 PM '83
SUMMIT
R.M.C.

First Federal Savings & Loan
P.O. Box 447
Greenville, South Carolina 29602
VOL 1546 PAGE 159

MORTGAGE

010 320767-9

THIS MORTGAGE is made this 27th day of December, 1983, between the Mortgagor, Clemmon N. Smith, (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 \$40,095.04 Forty Thousand Ninty Five Dollars and 04/100----- Dollars, which indebtedness is evidenced by Borrower's note dated December 27, 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 30, 1989.....;

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 of that lot of land in Austin Township, Greenville County, State of South Carolina, being known and designated as Lot No. 45, East Dale Subdivision, plat of which is recorded in R. M. C. Office for Greenville County in Plat Book QQ, page 173, and being described as follows:

BEGINNING at an iron pin on the northeast side of Central Avenue, joint corner with Lot 44; thence along line of Lot 44 N 66-22 E 232.7 feet to an iron pin on West Bethel Road; thence along West Bethel Road N 52-21 W 304.9 feet to an iron pin; Thence S 78-31 W 29 feet to an iron pin on Central Avenue; thence along Central Avenue S 11-29 E 280 feet to the point of beginning and being the same conveyed to the Grantor and the Grantee in Deed Book 794, at page 106.

Being the same property conveyed to the mortgagor by deed of Edith K. Smith and recorded in the RMC Office of Greenville County on May 13, 1970 in Deed Book 889 at Page 572.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
JAN 04 1984
16.04

GCTO -----3 JAS31 84 08C 4.00CD

which has the address of 802 Central Ave, Mauldin (City), South Carolina 29662 (State and Zip Code) (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.