

REC'D S.C.
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DORRIS
STANLEY

MORTGAGE

THIS MORTGAGE is made this _____ day of April 6, 1984, between the Mortgagor, JAMES W. POTTER and CAROLE A POTTER, (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 Six Thousand and no/100 (\$66,000.00)-----Dollars, which indebtedness is evidenced by Borrower's note dated April, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April May 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 lot of land, together with the buildings and improvements thereon, situate, lying and being on the North side of Carroll Lane in the City of Greenville, County and State aforesaid, being shown as Lot No. 5 on a plat of property of Helen B. McDaniel, made by Dalton & Neves, Engineers, dated April, 1948, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book U, Page 45, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Carroll Lane at joint front corner of Lots Nos. 6 and 5; thence along the joint line of said Lots, N. 1-09 E., 262.6 feet to an iron pin; thence S. 88.47 E. 80.9 feet to an iron pin; thence along the joint line of Lots Nos. 4 and 5, S. 1-09 W. 223.5 feet to an iron pin on the North side of Carroll Lane; thence along the North side of Carroll Lane, S. 65-40 W. 90 feet to the beginning point. Also conveyed is all my right, title and interest in and to the easement and right-of-way for a sewer line running from the rear of the above described property in a northerly direction to Watts Avenue, as more particularly described in a deed from Anne Smith and Jennie S. Bishop, dated December 15, 1948, recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 368 at page 124.

This being the same property conveyed unto the Mortgagors herein by deed of Pluma Bridgers, f/k/a, Pluma Chucknow Mahon, dated the 6th day of April, 1984, and recorded on the 6th day of April, 1984, in Deed Book 1209 at Page 996, records of the R. M. C. Office for Greenville County, South Carolina.

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which has the address of 9 Carroll Lane, Greenville, (City) South Carolina, 29605 (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.