

**MORTGAGE** FILED GREENVILLE, S.C. VOL 1330 PAGE 64

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THIS MORTGAGE is made this 27th day of April, 1984, between the Mortgagor, David J. Zimney (herein "Borrower"), and the Mortgagee, City Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1141 East Jersey Street, Elizabeth, New Jersey, 07201 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of one Hundred Seven Thousand Six Hundred and no/100 (\$107,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 27, 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 May 1, 2014;

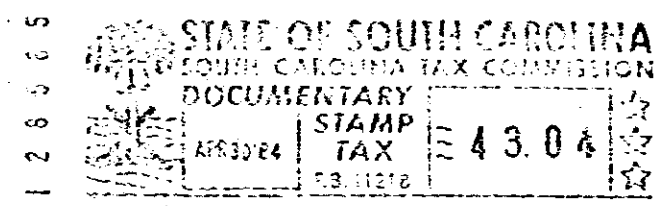
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 piece, parcel, or lot of land situate, lying, and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 44 of a Planned Unit Development Subdivision known as 1200 Pelham, Phase II, Section One, according to a plat thereof dated February 2, 1984, prepared by Arbor Engineering, Inc., recorded in the RMC Office for Greenville County in Plat Book 9-W at Page 87 and having according to a more recent survey prepared by Freeland & Associates dated April 26, 1984, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 43 and 44 and running thence S. 41-58 E. 32.75 feet to an iron pin; thence S. 17-04 W. 29.15 feet to an iron pin; thence S. 48-02 W. 46.68 feet to an iron pin; thence S. 70-08 W. 24.09 feet to an iron pin; thence N. 41-58 W. 38.69 feet to an iron pin; thence N. 48-02 E. 94 feet to an iron pin, point of beginning.

This being the same property conveyed to mortgagor by deed of College Properties, Inc., dated April 27, 1984, recorded simultaneously herewith.

\*\*In addition to unpaid capitalized interest.



The Rider to the Mortgage which is attached hereto and executed on the same day is hereby incorporated into the Mortgage. The Rider shall amend and supplement the covenants and agreements of this Mortgage as if the Rider was a part thereof. Such Rider being identified as Exhibits A, B, C, and D, attached hereto.

which has the address of #44 1200 Pelham, Phase II, Greenville, SC 29615 (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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