First Federal Savings & Loan Association P. O. Drawer 408: 50 Greenville, S. C. 29602 S.C.

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## **MORTGAGE**

MALE TO: GALEY 3 DAYENPORT P. G. BUX 10267 GREENVILLE, S. C. 29603

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No/100 (\$25,000.00) ------ Dollars, which indebtedness is evidenced by Borrower's note dated August 7, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2010.....;

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 certain piece, parcel or tract of land in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as Lot No. 23, as shown on a plat of Property of E. D. Harrell, Jr. and L. G. Causey of the Subdivision known as Halloran Heights, Map No. 2, prepared by C. O. Riddle, Registered Land Surveyor, dated April, 1954, recorded in the R.M.C. Office for Greenville County in Plat Book HH, Page 97, and having, according to said plat, the following courses and distances, to-wit:

BEGINNING at an iron pin on the northern side of Partridge Drive at the joint front corner of Lots 22 and 23 as shown on said plat and running thence with the common line of Lots 22 and 23, N. 7-11 W. 319.5 feet to an iron pin in or near a branch; thence with the branch as a line, the traverse line thereof being N. 69-44 E. 203 feet to a point on the west side of Audubon Road; thence leaving the traverse line and running with the west side of Audubon Road S. 14-40 E. 40 feet to an iron pin; thence continuing with the west side of Audubon Road S. 14-40 E. 52.4 feet to an iron pin; thence continuing with the west side of Audubon Road S. 2-58 E. 249.9 feet to an iron pin near the intersection of Audubon Road and Partridge Drive; thence continuing with the curve of Audubon Road and Partridge Drive; thence continuing with the curve of Audubon Road and Partridge Drive, the traverse line of which is S. 39-12 W. 29.65 feet to an iron pin on the northern side of Partridge Drive; thence with the northern side of Partridge Drive S. 81-22 W. 169.7 feet to an iron pin at the joint front corner of Lots 22 and 23, the point of beginning.

This is the identical property conveyed to Bobby J. Staton and Mary E. Staton by deed from Eunice C. Harrell, et al., dated September 11, 1978 recorded in the R.M.C. Office for Greenville County on September 25, 1978 in Deed Book 1088, Page 578 and by deed from Mary Ann McCulley dated September 17, 1978, recorded in the R.M.C. Office for Greenville County on September 25, 1978 in Deed Book 1088, Page 579.

which has the address of Route 12, Partridge Drive Greenville

South Carolina, 29609 (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.

SOUTH CAROLINA — 1 to 4 Family-6-75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para, 24)

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