

FILED
GREENVILLE CO. S. C.

OCT 21 12 42 PM '80

SONNIE TANKERSLEY
R.M.C.

BOOK 1521 PAGE 440

MORTGAGE

THIS MORTGAGE is made this 21st day of October 1980, between the Mortgagor, Clifford D. Roy and Jane R. Roy (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").

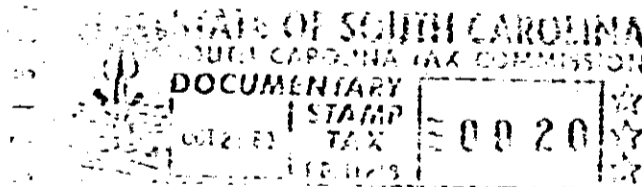
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Three Thousand and no/100 (\$23,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 21, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 1985

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 on the northern side of Cleveland Street, in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 12 on a plat of Collins Creek, Section 2, dated July 30, 1979, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C, at page 57, and having, according to said plat, and a more recent plat entitled "Property of Clifford D. Roy and Jane R. Roy", prepared by Webb Surveying Company, dated October, 1980, the following metes and bounds:

BEGINNING at an iron pin on the northern side of Cleveland Street, at the joint front corner of Lots 12 and 13, and running thence with the line of Lot No. 13 N. 8-35 E. 250 feet to an iron pin at the edge of an alley; thence with the edge of said alley S. 78-45 E. 178.79 feet to an iron pin in the line of Lot No. 11; thence with the line of Lot 11, S. 15-13 W. 250 feet to an iron pin on the northern side of Cleveland Street; thence with the northern side of Cleveland Street, N. 78-06 W. 114.31 feet to an iron pin; thence continuing with the northern side of Cleveland Street, N. 81-25 W. 35.64 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Collins Creek, Inc., dated October 21, 1980, recorded October 21, 1980, in the RMC Office for Greenville County, South Carolina, in Deed Book 1135, at page 301.



which has the address of Lot 12 Cleveland Street Greenville, South Carolina (herein "Property Address"); (State and Zip Code)

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.

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