

RE-RECORD FOR JOURNAL

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MORTGAGE

OGNIE S. WENSLEY

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THIS MORTGAGE is made this 6 day of March 1983, between the Mortgagor, Daniel E. French and Ann L. French (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").

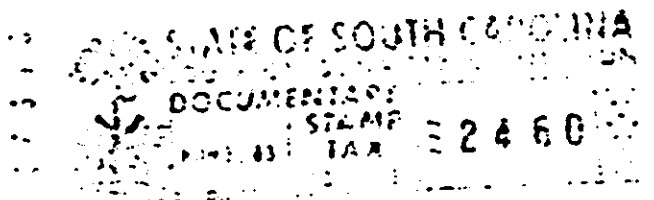
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-one thousand five hundred and no/100 (\$61,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 29, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2013.

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, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 5 of a subdivision known as River Downs according to a plat thereof prepared by Piedmont Engineers, Architects and Planners, dated July 17, 1974, and recorded in the RMC Office for Greenville County in Plat Book 4-R at pages 75 and 76, and being further shown on a plat prepared by Freeland & Associates, RLS, dated March 22, 1983, entitled "Property of Daniel E. French and Ann L. French", and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Hackney Road, joint front corner of Lots #5 and 6 and running thence with the joint line of said lots S. 43-44 E. 193.47 feet to an iron pin at the corner of Lot #12; Thence with the line of Lot #12 S. 45-10 W. 149.88 feet to an iron pin on the northeastern side of Morgan Court; Thence with the northeastern side of Morgan Court N. 36-00 W. 59 feet and N. 38-50 W. 71.68 feet to an iron pin at the intersection of Morgan Court and Hackney Road; Thence with the curvature of said intersection the chord of which is N. 4-55 W. 41.49 feet to an iron pin on the southeastern side of Hackney Road; Thence with the southeastern side of Hackney Road N. 29-00 E. 115 feet to point of beginning.

This is the identical property conveyed to the Borrower hereof by deed of Albert L. Dozier and Linda A. Dozier, dated March 29, 1983 and recorded in the Office of the RMC for Greenville County, South Carolina.



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Lot 5, Riverdowns Subdivision which has the address of 101 Morgan Court Greer South Carolina 29651 (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.