

FILED
DEC 19 1983
LORRAINE S. BARKER

MORTGAGE

CIC 320739-2

THIS MORTGAGE is made this 13th day of December,
19 83, between the Mortgagor, James R. Cherry,
(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 \$30,016.04 (Thirty Thousand
Sixteen and 04/100 Dollars, which indebtedness is evidenced by Borrower's
note dated December 13th, 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 June 11,
1984.

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 with the buildings and improvements thereon, lying
and being situate on the southeasterly side of Woody Creek Road near the City of
Greenville, South Carolina, being known and designated as Lot No. 398 on Plat entitled
Map 1, Section 2, Sugar Creek, as recorded in the RMC Office for Greenville County in
Plat Book 7-C, Page 68 and having, according to said plat, the following metes and bounds,
to-wit:

BEGINNING at an iron pin on the southeasterly side of Woody Creek Road, said pin
being the joint front corner of Lots 397 and 398 and running thence with the common
line of said lots S. 57-26 E., 140 feet to an iron pin, the joint rear corner of Lots
397 and 398; thence N. 32-34 E., 107 feet to an iron pin, the joint rear corner of Lots 398
and 399; thence with the common line of said lots N. 57-26 W., 140 feet to an iron pin
on the southeasterly side of Woody Creek Road S. 32-34 W., 107 feet to an iron pin,
the point of beginning.

This conveyance is made subject to all easements, restrictions and rights of way, if any,
appearing of record affecting this property.

This is the same property conveyed to the grantors by deed of M. G. Proffitt, Inc.
recorded in the R.M.C. Office for Greenville County of August 15, 1980, in Deed Book
1131, Page 330.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX \$ 12.04

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which has the address of 122 Woody Creek Road, 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 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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