



**MORTGAGE**

BOOK 1502 PAGE 389

THIS MORTGAGE is made this 2nd day of May, 1980, between the Mortgagor, Romaine F. & Brenda P. Smith

(herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 18,000.00 Dollars, which indebtedness is evidenced by Borrower's note dated 5-2-80, (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, 1988.....;

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 Eastern side of Angie Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 2 of the property of D.W. Alexander, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book LLL at Page 41 and according to said plat has the following metes and bounds, to wit:

Beginning at an iron pin on the Eastern side of Angie Drive at the joint front corner of Lots 2 & 3 and; running thence with the joint line of said lots N. 88-00 E. 200 feet to an iron pin; running thence S. 10-30 E. 110 feet to an iron pin at the corner of Lot No. 1; running thence with the joint line of said lot S. 88-00 W. 200 feet to an iron pin on the Eastern side of said Angie Drive, running thence N. 10-30 W. 110 feet to an iron pin point of beginning.

This is second mortgage and is junior in lien to that mortgage executed to Romaine F. & Brenda P. Smith which mortgage is recorded in RMC office of Greenville County in Bk. 1340 Page 389.

DERIVATION: This being the same property conveyed to the mortgagor herein by deed of Morris and Jessie Smith and recorded in the RMC Office for Greenville County on May 28, 1975 in Deed Book 853 and page 561.

which has the address of Rt. 4 Angie Drive Taylors, S. C.

S.C. 29687 (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.

4328 RV-2