



MORTGAGE

THIS MORTGAGE is made this 7th day of May, 1980 between the Mortgagor, Terry B. Phillips (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 Seven Thousand Three Hundred Seventy Four & 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 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 May 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:

Town of Mauldin, shown as Lot No. 41 on a plat of Bishop Heights by Ethan C. Allen, dated January, 1966, and recorded in the R. M. C. Office for Greenville County, in Plat Book "BBB", at Page 171, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern edge of Rita Street at the joint front corners of Lots Numbers 41 and 42 and running thence with Lot 42, N. 25-04 E. 222.8 feet to an iron pin on the line of Lot No. 44; thence with the line of Lot 44, S. 60-30 E. 99.0 feet to an iron pin at the joint corners of Lots Numbers 38, 39 and 41; thence S. 11-47 W. 242.0 feet to an iron pin on the Northern edge of Rita Street; thence with the edge of Rita Street, N. 55-13 W. 50 feet to an iron pin at the POINT OF BEGINNING.

This being the same property conveyed unto the Mortgagor herein by deed from M. Wilton Sparks and Gail W. Sparks, and recorded in Greenville County RMC Office in Book 1425 and page 521.

This is a second mortgage and is junior in lien to that mortgage executed to Terry B. Phillips which mortgage is recorded in RMC office for Greenville County in Book 1425 and Page 521.



which has the address of 400 Rita Street Mauldin (City), S. C. 29662 (State and Zip Code) (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.

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