



MORTGAGE

THIS MORTGAGE is made this 16th day of June, 1980, between the Mortgagor, James H. McCarter and Patricia T. McCarter, (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 Five thousand nine hundred and seventeen & 38/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 16, 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 December 1983.....;

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 lying in the State of South Carolina, County of Greenville, shown as Lot 96 on plat of Berea Forest, Section 2, recorded in Plat Book 4N at pages 76 and 77 and having the following courses and distances:

BEGINNING at an iron pin on Berea Forest Circle, joint front corner of Lots 96 and 97 and running thence with the joint line of said lots, S. 60-15 E. 130.0 feet to an iron pin, joint rear corner of said lots; thence along the rear line of Lot 96, S. 29-45 W. 90 feet to an iron pin, joint rear corner of Lots 96 and 95; thence with the joint line of said lots, N. 60-15 W. 130.0 feet to an iron pin, joint front corner of said lots on Berea Forest Circle; thence along Berea Forest Circle, N. 29-45 E. 90 feet to the point of beginning.

Being the same property conveyed by JHJ Corporation and recorded in the RMC office for Greenville County on July 19, 1978 in Deed Book 1083 and Page 412.

This is a second mortgage and is a junior lien to that mortgage executed to James H. McCarter and Patricia T. McCarter which mortgage is recorded in the RMC office for Greenville County in Book 1438 and page 582.

which has the address of 313 Berea Forest Circle, Greenville, SC 29611,
(Street) (City)

South Carolina 29611 (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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