



# MORTGAGE

THIS MORTGAGE is made this 27th day of June, 1980, between the Mortgagor, Howard Curtis Martin Jr. and Nanci A. Martin, (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 hundred forty four and 92/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 27, 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, 1981.....;

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 southern side of Tallulah Drive, in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 1 on a plat entitled "Property of Carolèl C. Martin Estate", recorded in the R.M.C. Office for Greenville County in Plat Book 5Q at Page 46, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron on the southern side of Tallulah Drive, at the joint front corner of Lots 1 and 2, and running thence S. 25-50 E. 200 feet to an iron pin; thence along the rear of Lots No. 1, S. 64-10 W. 85.6 feet to an old iron pin; thence N. 25-40 W. 200 feet to an old iron pin on Tallulah Drive; thence along Tallulah Drive, N. 64-10 E. 85 feet to the point of the beginning.

This conveyance is subject ot all restriction, setbake lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.

This being the same property conveyed to the mortgagor herein by deed of South Carolina National Bank and Judson C. Martin and recorded in the RMC Office for Greenville County on January 29, 1976 in Deed Book 1051 and page 686 .

This is second mortgage and is junior in lien to that mortgage executed to Howard C. and Nanci Martin which mortgage is recorded in RMC Office for Greenville County in Book 1359 and page 127.



which has the address of 26 East Tallulah Drive, Greenville, South Carolina,  
(Street) (City)  
(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.

SCTO -----2 J L 780 368

4.0001

9076

4328 RV-2