

S.C.  
JUL 1980  
ALEY

# MORTGAGE

Mail to:  
Family Federal Savings & Loan Assn.  
Drawer L  
Greer, S.C. 29651

1508 741

THIS MORTGAGE is made this 22nd day of July 1980, between the Mortgagor, Douglas R. Brittain and Helen B. Brittain (herein "Borrower"), and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 713 Wade Hampton Blvd. Greer, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twelve Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 22, 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 August 1, 1990

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 in the County of Greenville, State of South Carolina, in Butler Township, on the northeastern side of Rolling Green Road, being a portion of Lot No. 3 and shown on a plat of Rolling Green Real Estate Co., recorded in the RMC Office for Greenville County in Plat Book XX at Page 33, and being more particularly described on a plat of Survey for John W. Brantley, Jr., made by Carolina Surveying Co., dated January, 1971, recorded in the RMC Office for Greenville County in Plat Book 4-I at Page 29 and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Rolling Green Road at the joint front corner of subject lot and Lot No. 4 and running thence along the said Rolling Green Road, N.59-00 W. 175 feet to an iron pin; thence on a new line through Lot 3, N.17-05 E. 567.8 feet to an iron pin; thence N.69-29 E. 115.5 feet to an iron pin; thence S.20-31 E. 250 feet to an iron pin at the joint rear corner of subject lot and Lot No. 4; thence along the common line of said Lots, S.25-50 W. 488 feet to an iron pin on the northeastern side of Rolling Green Road, the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from James W. O'Neal recorded in the RMC Office for Greenville County in Deed Book 1066 at Page 41 on October 3, 1977.

THIS is a second mortgage subject to that certain first mortgage to Family Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1411 at Page 748 on October 3, 1977, in the original amount of \$53,200.00.

THE mailing address of the Mortgagee herein is P. O. Drawer 1, Greer, S. C. 29651

which has the address of Route 2, Rollinggreen Circle, Greenville (Street) (City) S. C. 29607 (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.

JUL 25 1980 1074

0741

4328 RV-2