

Mortgagee's mailing address: 301 College Street, Greenville, S. C.

FILED
OFFICE OF THE CLERK
SOUTH CAROLINA
JUL 24 PM '80
GREENVILLE
W. H. WATKINS

MORTGAGE

THIS MORTGAGE is made this 25th day of July, 1980, between the Mortgagor, Bena M. Davis, (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 Thirty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 25, 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 _____;

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 State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, located on the western side of McDaniel Avenue being known and designated as a portion of Lots 24 and 25 as shown on plat of property of W. C. McDaniel by R. E. Dalton, Engineers dated January, 1924 being recorded in the RMC Office for Greenville County, S. C. in Plat Book F at Page 186 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of McDaniel Avenue in the front line of Lot 25 which iron pin is 93.2 feet south of the southwestern corner intersection of McDaniel Avenue and Camille Street, and running thence through Lot 25, N. 88-24 W. 197.4 feet to an iron pin in the rear line of Lot No. 14 which point is 90.72 feet south of the southern side of Camille Street; thence with the line of Lot 14 and 15, S. 5-08 W. 100 feet to an iron pin in the rear line of Lot No. 24; thence through Lot 24, S. 88-46 E. 189.9 feet to an iron pin on the western side of McDaniel Avenue; thence with McDaniel Avenue, N. 9-39 E. 100 feet to the point of BEGINNING: being the same conveyed to me by Bankers Trust of South Carolina as trustee under Deed and Trust Agreement dated July 22, 1977, recorded July 25, 1977 in the RMC Office for Greenville County in Deed Vol. 1061 at Page 140 by its deed recorded in the RMC Office for Greenville County on January 12, 1979 in Deed Vol. 1095, Page 287.

The mortgagee by accepting this mortgage acknowledges that a Real Property Agreement executed by the mortgagor to the mortgagee on March 7, 1979 and recorded in the said RMC Office in Deed Book 1099 at Page 821 is hereby subordinated to the within mortgage which constitutes a Second Mortgage over the above described property. The first mortgage is in favor of the mortgagee and is recorded in said RMC Office in Mortgage Book 1468 at Page 163.

which has the address of 702 McDaniel Avenue Greenville, South Carolina 29605 (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 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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