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GREENVILLE CO. S. C.  
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DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 22nd day of August, 1980, between the Mortgagor, James H. Simkins, Jr.

(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 Eight Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 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 Sept. 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:

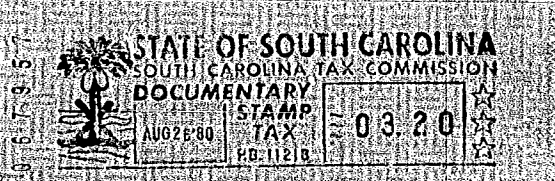
All that certain piece, parcel or unit, situate, lying and being in the Sate of South Carolina, County of Greenville, being known and designated as Unit No. 18-A Lewis Village of Lewis Village Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated March 19, 1979 and recorded in R.M.C. Office for Greenville County, S.C. in Deed Book 1098 at Pages 792 through 875, inclusive, and survey and plot plan recorded in R.M.C. Office for Greenville County in Plat Book 6V at pages 55 through 57.

This being the same property conveyed to the mortgagor by deed of American Service Corporation, of even date, to be recorded herewith.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until theprinipal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it.

This is second mortgage and is junior in lien to that mortgage executed by James H. Simkins, Jr. to Fiedlity Federal Savings and Loan Association, which mortgage is recorded in R.M.C. office for Greenville County in Book # 1466 Page 755 dated May 16, 1979.

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which has the address of Unit 18-A, Lewis Village Condos., Greenville, S.C. 29605

(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.

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