

FILED
GREENVILLE CO. S. C.

P. O. BOX 433
GREENVILLE, S. C. 29602

BOOK 1513 PAGE 239

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DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 27th day of August, 1980, between the Mortgagor, J. Haywood Cosby & June M. Cosby, (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 Twelve Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 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 Sept. 1, 1995;

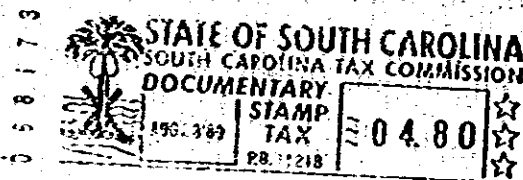
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 of lot of land, with all improvements thereon or hereafter constructed thereon situate, lying and being in the State of S. C., County of Greenville, on the southeastern side of Ashburn Place being shown and designated as Lot 24 on Plat of Sec. III Pelham Estates, recorded in Plat Book 4G at Page 13 in the R.M.C. Office for Greenville County, and having according to said plat, the following metes and bounds, to-wit;

Beginning at an iron pin on Ashburn Place at the joint front corner of Lots 23 and 24 and running thence S. 72-18 E. 183.35 to an iron pin at the joint rear corner of said lot thence S 17-20 W. 199.5 feet to an iron pin at the joint rear corner of Lots 24 and 25; thence with the line of Lot 25N 72-31 W 183.9 feet to an iron pin on Ashburn Place at the joint front corner of Lots 24 & 25; thence with Ashburn Place N 17-29 E 200 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of M. L. Lanford, Jr. and recorded in the R.M.C. office for Greenville County on August 13, 1980 in deed book 896 page 151.

This is second mortgage and is junior in lien to that mortgage executed by J. Haywood Cosby and June M. Cosby which mortgage is recorded in R.M.C. Office for Greenville County in Book 1155 page 234 dated May 16, 1979.



which has the address of 22 Ashburn Place, Greenville, S.C. 29615
(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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