

FILED
GREENVILLE S.C.

SEP 26 10 17 AM '80

JOHN W. HERSLEY
R.M.C.

BOOK 1517 PAGE 738

MORTGAGE

THIS MORTGAGE is made this Nineteenth day of September, 1980, between the Mortgagor, Larry N. and Glenda Sharon Spivey, (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 Twenty Thousand and NO/100 (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 19, 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 November 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:

located on the southwestern side of Suffolk Court, being shown and designated as Lot No. 67 on a plat of RIVER DOWNS, made by Piedmont Engineers, Architects & Planners, dated July 17, 1974 and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-R, Page 76, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Suffolk Court at the joint front corner of Lots Nos. 66 and 67, and running thence with the common line of said lots, S. 76-00 W., 205 feet to an iron pin; thence S. 48-02 E., 205.09 feet to an iron pin in the line of property now or formerly belonging to Barbara W. McAbee; thence along the McAbee line N. 39-49 E., 175.0 feet to an iron pin on the southwestern side of Suffolk Court; thence along the curve of the southwestern side of Suffolk Court, the chords of which are N. 73-41 W., 30 feet, N. 57-31 W., 30 feet and N. 22-34 W., 30 feet to an iron pin on the southwestern side of Suffolk Court, the point of beginning.

This mortgage is second to, and junior in lien to, that certain First Mortgage in favor of First Federal Savings and Loan Association, dated July 18, 1975, and recorded in the R.M.C. Office for Greenville County, in Mortgage Book 1344 at Page 154.

The above described property is the same conveyed to the mortgagors herein by deed of Southland Properties, Inc., recorded in the R.M.C. Office for Greenville County in Deed Book 1021, at page 480, on July 18, 1975.

which has the address of 113 Suffolk Court Greer,
(Street) (City)
South Carolina 29651 (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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