

FILED C.S.C.  
NOV 10 10 00 AM '80  
SONN H.C.  
MAKERSLEY

FOSTER & RICHARDSON

EST 1523 REG 974

# MORTGAGE

THIS MORTGAGE is made this 10th day of November, 1980, between the Mortgagor, Ann L. Richardson (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 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated \_\_\_\_\_, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 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 piece, parcel or lot of land situate in the State of South Carolina, County of Greenville, on the western side of Wembly Road, being known and designated as Lot No. 4, as shown on a Plat of Gower Estates, Section F made by Campbell & Webb Surveying and Mapping Company, November, 1965, and recorded in the RMC Office for Greenville County, in Plat Book "JJJ" at Page 99, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Wembly Road, at the joint front corner of Lots 4 and 5, and running thence with the common line of said lots S. 63-45 W. 236.2 feet to an iron pin; thence running N. 26-15 W. 115 feet to an iron pin at the joint rear corner of Lots 3 and 4; thence with the common line of said Lots N. 63-45 E. 269.2 feet to an iron pin on the western side of Wembly Road; thence with the line of said Wembly Road S. 7-04 E. 66.4 feet to an iron pin; thence continuing along line of Wembly Road S. 15-41 E. 54.8 feet to an iron pin, the point of beginning.

This being the same property conveyed to Charles B. Richardson, III by deed from M. R. Hamby, Jr., recorded June 16, 1972, in Deed Book 946 at Page 380; conveyance by Charles B. Richardson, III to Ann L. Richardson by deed dated May 26<sup>th</sup>, 1980, and recorded May 26, 1980, in Deed Book 1126 at Page 361.

This mortgage is junior to that certain mortgage in favor of Fidelity Federal Savings & Loan Association dated May 25, 1973, and recorded May 25, 1973, in the original amount of \$44,000.00 in Mortgage Book 1278 at Page 446.

RECORDED  
INDEXED  
EXEMPT FROM TAX  
STAMP  
\$12.00

which has the address of 1124 Wembly Drive, Greenville, South Carolina 29607 (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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