

FILED
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GREENVILLE, S. C.
DORR
H.C.

FIRST FEDERAL
P. O. BOX 408
GREENVILLE, S. C. 29602

1525 123775

MORTGAGE

THIS MORTGAGE is made this 21st day of November, 1980, between the Mortgagor, James P. or Joyce A. Ryan, (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 Ten thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 21, 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 Dec. ..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 lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Vicki Circle, near the City of Greenville, being shown and designated as Lot 39 on Plat #3, Cherokee Forest, prepared by J. Mac Richardson R.L.S., January, 1959, recorded in the RMC office for Greenville County in Plat Book "QQ", at pages 36 and 37, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Vicki Circle, joint corner with Lot 38, and running thence along the line of Lot 38, S. 4-31 W. 176.5 feet to an iron pin; thence turning and running N. 81-27 W. 117 feet to an iron pin in a branch; thence following said branch along the line of Lot 40, N. 0-16 E. 65.6 feet; thence continuing along said branch, N. 18-38 W. 110 feet to an iron pin on the southern side of Vicki Circle; thence following the southern side of Vicki Circle, S. 85-29 E. 163 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Charles E. & Nonie K. Whitehead, and recorded in the RMC office for Greenville County on 11-26-68 in Deed book 856 and page 644.

This is second mortgage and is junior in lien to that mortgage executed to James P. and Joyce A. Ryan which mortgage is recorded in RMC office for Greenville County in Book 1110 and page 432.

which has the address of 8 Vicki Circle Greenville,
South Carolina 29615 (City)
(State and Zip Code) (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 seized 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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