

MORTGAGE

BOOK 1503 PAGE 245

FILED
GREENVILLE CO. S.C.
FEB 23 10 12 AM
DONNIE S. TANNER
R.M.C.

THIS MORTGAGE is made this 20th day of February 1981, between the Mortgagor, MARY MCREYNOLDS SMITH (herein "Borrower"), and the Mortgagee, CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the State of South Carolina whose address is Post Office Box 16748, Federal Station, Greenville, SC 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Two Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 20, 1981 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1991

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, located, lying and being in the County of Greenville, State of South Carolina, on the Southern side of South Warwick Road, in Paris Mountain Township, being known and designated as Lot No. 38 of Stratford Forest, as shown on plat prepared by Piedmont Engineering Service, dated February 25, 1957, recorded in Plat Book KK at Page 89, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of South Warwick Road at the joint corner of Lots 37 and 38 and running thence S. 13-20 W., 225 feet to a point; thence N. 74-07 W., 193.7 feet to a point; thence N. 11-55 E., 232.6 feet to an iron pin on the Southern side of South Warwick Road; thence running along the Southern side of South Warwick Road S. 72-05 E., 200 feet to the point and place of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Hestley D. Stepp and Marita C. Stepp recorded in the Greenville County RMC Office in Deed Book 889 at Page 239 on May 5, 1970.

This mortgage is junior in priority to that certain note and mortgage heretofore given and granted to Carolina Federal Savings and Loan Association by document recorded in the Greenville County RMC Office in REM Book 1215 at Page 505 on December 8, 1971.

which has the address of 39 S. Warwick Road, Greenville, SC 29609 (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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