

MAR 2 3 33 PM '81

DONNIE L. TANKERSLEY  
R.M.C.

**MORTGAGE**

BOOK 1533 PAGE 985

THIS MORTGAGE is made this 2nd day of March 1981 between the Mortgagor, David J. Gimmi and Lillian Ruth Gimmi, (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina whose address is 107 Church Street, Greer, South Carolina, 29651 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 10,000.00 which indebtedness is evidenced by Borrower's note dated March 2, 1981 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on March 1, 1989;

TO SECURE to Lender 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, 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, situate, lying and being in the State of South Carolina, County of Greenville and in Butler Township, on the Western side of Richbourg Road and being shown and designated as Lot Number Seven on a Revision of Lots 5, 6, and 7 of the Plat of Extension of Morningside Subdivision recorded in Plat Book FF at Page 306 in the RMC Office, said lot of land being described according to the revised plat as follows, to-wit:

BEGINNING at an iron pin on the Western side of Richbourg Road at the joint corner of Lots 6 and 7 of the said revised plat and running thence along the Western side of Richbourg Road, North 25-05 West 147 feet to an iron pin; thence continuing along the Western side of Richbourg Road, North 34-15 West 120 feet to an iron pin; thence continuing along said Richbourg Road 31 feet to the center line of the creek; thence along the center line of the creek, South 67-20 West 188.5 feet to a point in the center line of creek; thence South 22-40 East 22 feet, more or less, to an iron pin; thence continuing along a line South 22-40 East 264.2 feet to an iron pin at the joint corner of Lots 6 and 7 on said revised plat; thence along the dividing line between said lots 6 and 7, North 67-23 East 218.84 feet to the place of beginning.

DERIVATION: This being the same property conveyed to Mortgagors herein by deed of Gloria H. Williams as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1108, Page 83, on July 30, 1979.

THIS Mortgage is junior and second in lien to the first mortgage given by Mortgagors to William R. Williams as recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1475, Page 52, on July 30, 1979.

which has the address of 712 Richbourg Road, Greenville, South Carolina 29615 (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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