

FILED
GREENVILLE CO. S. C.
MAR 31 4 21 PM '81
DONNIE E. TANKERSLEY
R.M.C.

P.O. Box 408
Greenville, SC 29602

MORTGAGE

THIS MORTGAGE is made this 27th day of March, 1981, between the Mortgagor, Donald B. Hayes and Lillie D. Hayes, (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 Dollars and No/100----- (\$10,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 27, 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 April 1, 1991.....;

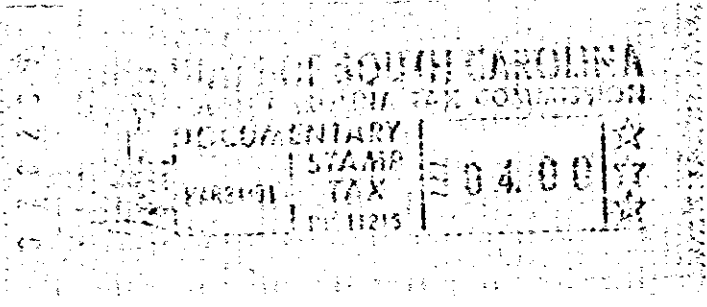
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 lying in the State of South Carolina, County of Greenville, shown as Lot on Black Drive, on Plat of Mrs. Lillie D. and Donald B. Hayes, by J.L. Montgomery, III, RLS, dated April 21, 1975, recorded in Plat Book 5K at page 123 and having the following courses and distances as will appear below:

BEGINNING at an iron pin approximately 535.5 feet east of Riley Smith Drive; thence with Black Drive, N. 74-38 E. 60 feet to an iron pin; thence N. 3-24 E. 100 feet to an iron pin; thence N. 66-21 E. 28 feet to an iron pin; thence with the joint property line of Ethel S. Duncan, N. 7-27 W. 200.9 feet to an iron pin; thence with Peden Line, S. 60-23 W. 97.08 feet to an iron pin; thence with the joint line of property of Mary J. Peden, S. 4-20 E. 279.31 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Ethel S. Duncan, and recorded in the RMC Office for Greenville County on April 24, 1975, in Deed Book 1017, and Page 320.

This is a second mortgage and is junior in lien to that mortgage executed by Donald B. and Lillie D. Hayes, in favor of First Federal Savings and Loan Association, which mortgage is recorded in the RMC Office for Greenville County, in Book 1372, and page 720.



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which has the address of Route 2, Black Drive Greenville, South Carolina 29607 (herein "Property Address");
(Street) (City) (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 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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