

Post Office Box 909ED
Greer, S.C. 29651 S.C.

APR 23 3 31 PM '81

MORTGAGE

BOOK 1539 PAGE 587

THIS MORTGAGE is made this 29th day of April 1981 between the Mortgagors, DONALD W. SPENCER and ARTHUR L. DAVIES AND MARLYN J. DAVIES (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. \$ 15,000.00 which indebtedness is evidenced by Borrower's note dated April 29, 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 April 1, 1991;

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 piece, parcel or lot of land situate, lying and being on the Northern corner of Andrea Lane and Valerie Drive in the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as a greater portion of Lot No. 26 in a Subdivision known as Liberty Park on Map 2, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book MM at Page 39, and, according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Andrea Lane, at the joint front corner of Lots Nos. 26 and 27, and running thence with the joint line of said Lot N. 39-35 W. 151.5 feet to an iron pin in the line of Lot No. 25; running thence S. 50-28 W. 99.9 feet to a concrete monument on the Eastern side of Valerie Drive; and running thence to the Eastern side of said Drive S. 20-15 E. 125 feet to an iron pin at the corner of Valerie Drive and Andrea Lane; thence with the curve of the intersection of said Streets, the chord of which is S. 73-00 E. 30.3 feet to an iron pin on the Northern side of Andrea Lane, thence with the Northern side of said Lane N. 54-15 E. 125 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagors herein by W. E. Shaw, Inc. by Deed dated February 17, 1976, recorded February 19, 1976, in Deed Book 1031 at Page 809.

This mortgage is junior in lien to that certain note and mortgage heretofore executed unto Fidelity Federal Savings and Loan Association recorded in Mortgage Book 1331 at Page 735 in the original amount of \$32,400.00.

which has the address of Lot 26, 1 Andrea Lane, Liberty Park Subdivision, 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