

MAY 1 2 55 PM '81

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MORTGAGE

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THIS MORTGAGE is made this 1st day of May, 1981, between the Mortgagor, Marion Wallace Smith and Dorothy D. Smith (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

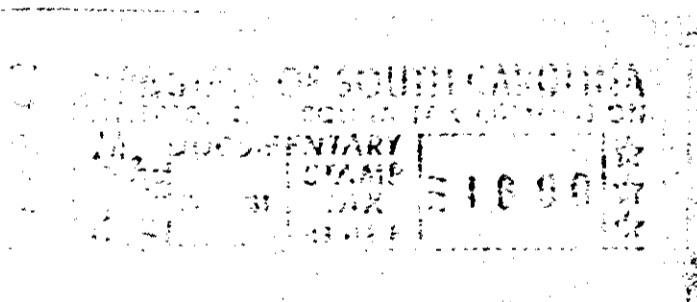
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Nine Thousand Nine Hundred Ninety Nine and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 1, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 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: shown and designated as Lot No. 5 on plat of Property of Mattox & Dillard Builders, prepared by Tri-State Surveyors, dated November 13, 1972, recorded in Plat Book 5D at Page 15 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of Sunrise Drive, joint front corner of Lots Nos. 5 and 6 and running thence N. 19-36 W., 187.9 feet to an iron pin; thence along line of property now or formerly of J. R. Boling, S. 70-05 W., 72.0 feet to an iron pin, joint rear corner of Lots Nos. 4 and 5; thence S. 19-36 E., 187.7 feet to an iron pin at the joint front corner of Lots Nos. 4 and 5, being on Sunrise Drive; thence with said Sunrise Drive, N. 70-16 E., 72.0 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagors by deed of Mattox & Dillard Builders as recorded in the RMC Office for Greenville County in Deed Book 1038, at Page 233 dated June 18, 1976.

This mortgage is second and junior in lien to that certain mortgage given to Family Federal Savings and Loan Association in the original amount of \$27,900.00 recorded December 20, 1978 in the RMC Office for Greenville County in REM Book 1453, at Page 573



which has the address of 3 Sunrise Drive, Taylors, SC 29687 (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 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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