

FILED
GREENVILLE, S.C.
MAY 29 10 55 AM '81
W. H. HERSLEY

MORTGAGE

THIS MORTGAGE is made this 29th day of May, 19 81, between the Mortgagor, Michael A. and Lynne H. McKay, (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 Thirteen Thousand and No/100---(\$13,000.00)----- Dollars, which indebtedness is evidenced by Borrower's note dated May 29, 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 ...June 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 situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated at Lot 17, on a plat of Swanson Court prepared by C.C. Jones, R.L.S., dated November 1, 1962, recorded in the RMC Office for Greenville County in Plat Book YY, at Page 91 and being shown on a more recent Plat entitled "Property of Michael A. McKay and Lynne H. McKay" prepared by Carolina Surveying Company, dated May 27, 1981, recorded in the RMC Office for Greenville County in Plat Book 8-R, at Page 19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Swanson Court at the joint front corner with Lot 18 and running thence along the joint line with Lot 18 in 31-55 E. 162.5 feet to an iron pin; thence continuing in 31-55 E. 20 feet to the center of Richland Creek; thence continuing along the center of Richland Creek, the traverse being S. 50-72 E. 100.5 feet to a point in the center of Richland Creek; thence running S. 36-25 W. 15 feet to an iron pin; thence continuing along the joint line with Lot 16 S. 36-25 W. 130.8 feet to an iron pin on the northern side of Swanson Court at the joint front corner with Lot 16; thence running along the northern side of Swanson Court N. 69-36 W. 91.2 to an iron pin; being the point of beginning.

This being the same property conveyed to the mortgagors by deed of Robert G. and Ann B. Coon of even date and to be recorded herewith.

This mortgage is junior and inferior to the lien of that certain mortgage in the sum of \$17,450.00 executed on this date by the mortgagor herein to First Federal Savings and Loan Association to be recorded herewith.

which has the address of Lot 17, 15 Swanson Court, Greenville, S.C., 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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