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OGONN DENNERSLEY
R.M.C.

FIRST FEDERAL
SAVINGS & LOAN ASSN.
OF SOUTH CAROLINA

BOOK 1564 PAGE 443

MORTGAGE

THIS MORTGAGE is made this 19th day of February, 1982, between the Mortgagor, George Morice Smith and Jane C. Smith, (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 Fourteen Thousand and One Hundred Dollars and no/100's Dollars, which indebtedness is evidenced by Borrower's note dated February 19 1982, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1992;

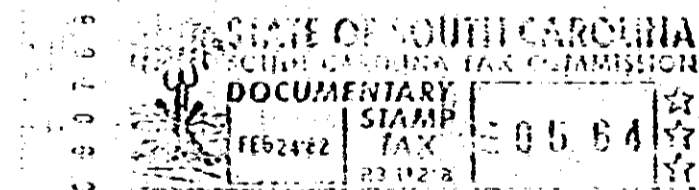
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the eastern side of Carlton Drive, shown as Lot 12 on a plat of Pine Valley Estates, Section I, recorded in the R. M. C. office for Greenville County in Plat Book MM at page 138 and being further described as follows:

BEGINNING at an iron pin on the eastern side of Carlton Drive at the joint front corner of Lots 11 and 12 and running thence N. 82-55 E. 150 feet to an iron pin; thence N. 7-05 W. 90 feet to an iron pin; thence S. 82-55 W. 150 feet to an iron pin on the eastern side of Carlton Drive; thence along Carlton Drive, S. 7-05 E. 90 feet to the point of beginning; being the same conveyed to us by James A. Walden and Jo Ann Walden by deed of even date, to be recorded herewith.

This being the same property conveyed to the mortgagor herein by deed of James A. Walden and Jo Ann Walden, and recorded in the RMC Office for Greenville County on April 25, 1973, in Deed Book # 973, and page # 231.

This is a second mortgage and is junior in lien to that mortgage executed by George Morice Smith and Jane C. Smith, in favor of First Federal Savings and Loan of South Carolina, which mortgage is recorded in the RMC Office for Greenville County, in Book # 1273, and page # 630.



which has the address of 119 Carlton Drive Mauldin,
(Street) (City)
South Carolina 29662 (herein "Property Address");
(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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