

First Federal of S. C.
P. O. Box 408
Greenville, S. C. 29602

BOOK 1565 PAGE 429

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DONN... PERSLEY
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MORTGAGE

THIS MORTGAGE is made this 4th day of March, 1982, between the Mortgagor, W. Eugene Estes and Leila P. Estes, (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 Six Thousand Dollars, which indebtedness is evidenced by Borrower's note dated March 4 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 April 1, 1984....;

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, in the City of Greenville, at the intersection of Seabrook Court and Fontaine Road, being shown as all of Lot 9 on plat entitled "Section Two, Property of Elizabeth L. Marchant", prepared by Dalton & Neves, Engineers, in July, 1963, whic plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book YY, at page 145, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the north side of Fontaine Road, at the joint corner of Lots 6 and 9; thence with the joine line of said lots, N. 30-03 W. 180 feet to an iron pin, joint rear corner of Lots 9 and 10; thence with the joint line of said lots, N. 51-15 E. 250 feet to an iron pin on the west side of Seabrook Court; thence with the line of said street, S. 30-22 E. 125 feet to an iron pin; thence along a curving course (the chord of wich is S. 12-08 W.) 37 feet to an iron pin on the north side of Fontaine Road; thence with the line of said street, S. 54-38 W. 104.5 feet to an iron pin; thence continuing with the line of said street along a curving course (the chord of which is S. 35-38 W.) 135 feet to an iron pin, the point of beginning.

DERIVATION: This is the same property conveyed to the mortgagors by deed of Elizabeth L. Marchant by deed dated 7-14-64 recorded 7-17-64 in deed book 753 on page 257.

This mortgage is junior in lien to that mortgage executed by W. Eugene Estes and Leila P. Estes to First Federal Savings and Loan Association dated March 2, 1976, recorded March 2, 1976 in book 1361 at page 379.

STATE OF SOUTH CAROLINA
DOCUMENTARY
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which has the address of 17 Fontaine Road, Greenville, Greenville County, South Carolina 29607 (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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