

GR... FILED... S. C. PH '82... BERSLEY

FIRST FEDERAL SAVINGS & LOAN ASSN. OF SOUTH CAROLINA

BOOK 1535 PAGE 917

MORTGAGE

THIS MORTGAGE is made this 22nd day of February, 1982, between the Mortgagor, Arthur S. Cox

(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 and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 22, 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, 1987;

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 piece, parcel or lot of land, with improvements thereon, situate, lying and being on the southeastern side of Standing Springs Road in the County of Greenville, State of South Carolina and known and designated as Lot No. 34 of a subdivision known as Ferncreek, plat of which is recorded in the RMC Office for Greenville County in Plat Book 5D at Page 28; said lot having the following metes and bounds, to-wit:

Beginning at an iron pin on the southeastern side of Standing Springs Road at the joint front corner of Lots Nos. 33 and 34 running thence with the joint line of said lots S. 68-52 W., 260 feet to an iron pin; running thence S. 21-08E., 140 feet to an iron pin at the joint rear corner of Lots Nos. 34 and 35; running thence with joint line of said lots N. 73-16E., 260.8 feet to an iron pin on Standing Springs Road; running thence with the southeastern side of said road N. 21-08 W., 160 feet to an iron pin, point of beginning.

This being the same property conveyed to the mortgagor(s) herein by deed of Joseph S. Gasque, Jr. and recorded in the RMC Office for Greenville County, on June 17, 1976, in Deed Book 1038, and Page #148.

This is a second mortgage and is junior in lien to that mortgage executed by Arthur S. Cox, in favor of First Federal Savings and Loan Association of South Carolina, which mortgage is recorded in the RMC Office for Greenville County, in Book # 1370 and Page #478.

STATE OF SOUTH CAROLINA DOCUMENTARY STAMP TAX 02.40

which has the address of Rt. 4 Standing Springs Rd. Greenville South Carolina 29605 (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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