

GR: FILED
MAR 17 4 13 PM '82
SOUTH CAROLINA
H.M.C. HARRISLEY

MORTGAGE

THIS MORTGAGE is made this 12th day of March, 1982, between the Mortgagor, James W. Montgomery, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 Five Thousand Seven Hundred and No/100 (\$5,700.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 12, 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, 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 situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lot No. 3 on plat of a subdivision for Dunean Mills, Section 2, recorded in Plat Book S at Pages 173-177 in the RMC Office for Greenville County and having such metes and bounds as shown thereon, said lot fronting on Wallace Street and being also known as #49 Wallace Street.

This is the same property conveyed to the Mortgagor herein by deed of Vension J. Baker and Tevya M. Kuperstock Baker dated March 12, 1982, and recorded herewith.

This mortgage is second and junior in lien to that certain mortgage given by Vension J. and Tevya M. Baker to Collateral Investment Company dated September 28, 1971, in the original amount of \$11,950.00 recorded in Mortgage Book 1208 at Page 43 and having a present principal balance of \$10,118.72, this date assumed by the Mortgagor herein.

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY STAMP
MARCH 23 1982

which has the address of 49 Wallace Street Greenville,
(Street) (City)
SC 29605 (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 seized 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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