

AUG 31 2 35 PM '82

DONNIE S. TANKERSLEY  
R.M.C.

**MORTGAGE**

THIS MORTGAGE is made this August 27 day of 1982,  
between the Mortgagor, L. Dale Powell and Jean B. Powell

, (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 NINE THOUSAND Dollars, which indebtedness is evidenced by Borrower's note dated August 27, 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 September 1, 1987;

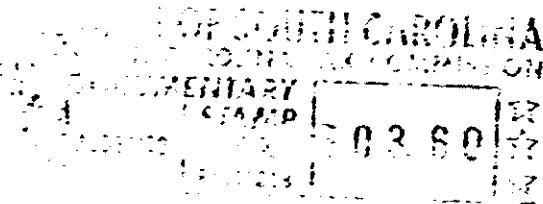
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, state of South Carolina, on the southern side of Oakwood Avenue and being known and designated as Lot No 35 on a plat of OAKWOOD ACRES made by J Mac Richardson, dated September, 1959, recorded in the R.M.C. Office for Greenville County in Plat Book MM at Page 135, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.

THIS is the same property as that conveyed to the Grantor herein by deed from William W. Moon recorded in the R.M.C. Office for Greenville County in Deed Book 1101 Page 754 on May 4, 1979.

THIS is a second mortgage and junior in lien to that mortgage executed by L. Dale Powell and Jean B. Powell to First Federal of South Carolina which mortgage is recorded in R.M.C. Office of Greenville County in Book No. 1101 Page 754 dated May 4, 1979.



which has the address of 5 Oakwood Avenue Taylors  
(Street) (City)  
South Carolina 29687  
(State and Zip Code) (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 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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