

Post office ^{Dr 60} Box 408, Greenville, South Carolina
GREENVILLE CO. S. C.

MORTGAGE

SEP 15 11 04 AM '82

DONNIE S. TANKERSLEY

R.M.C.

THIS MORTGAGE is made this 10th day of September, 1982, between the Mortgagor, Eric P. Thiess and Maria H. Thiess, (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 Six Thousand and no cents Dollars, which indebtedness is evidenced by Borrower's note dated Sept. 10, 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 Oct. 1, 1986;

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, known as Lot 6 and a portion of Lot 7 of Poinsettia Subdivision in the Town of Simpsonville, as shown on plat recorded in Plat Book BBB, at Page 103, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the western side of Poinsettia Drive, joint front corner of Lots 5, and 6, and running thence with the line of Lot 6, S. 72-29 W. 179.0 feet to an iron pin, joint rear corner of Lots 5 and 6; thence with the rear line of Lot 6, S. 16-10 E. 177.0 feet to an iron pin on the rear line of Lot 7; thence a new line through Lot 7, N. 73-27 E. 179 feet, more or less, to a point on the western side of Poinsettia Drive; thence with the western side of Poinsettia Drive, N. 16-31 W. 180 feet to the point of beginning.

The foregoing conveyance is subject to restrictions applicable to Poinsettia Subdivision, recorded in the office of the R.M.C. for Greenville County in Deed Book 778, at Page 327.

This being the same property conveyed to the mortgagor herein by deed of Richard E. Greer to Eric P. and Maria H. Thiess, and recorded in the RMC Office for Greenville County on August 11, 1978, in Deed Book 1085, and Page 137.

This is a second mortgage and is junior in lien to that mortgage executed by Eric P. Thiess and Maria H. Thiess, in favor of First Federal Savings and Loan, which mortgage is recorded in the RMC Office for Greenville County, in Book 1440, and page 993.

which has the address of 202 Poinsettia Drive Simpsonville, SC 29681,
(Street) (City)
(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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