

DOCUMENTARY
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DONN. AMBERSLEY
R.M.C.

BOOK 1595 PAGE 400

MORTGAGE

THIS MORTGAGE is made this 8th day of February, 1983, between the Mortgagor, Terry B. Culbertson, (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 Twenty Thousand and no/100's (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated _____, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on _____;

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 of my interest in that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the eastern side of S.C. Highway No. 14, being shown as Lot No. 2 on a plat of Holly Hill Subdivision, Section 1, dated February 17, 1977, prepared by C. O. Riddle, Surveyor recorded in Plat Book 5-P at Page 72 in the R. M. C. Office for Greenville County and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of S. C. Highway No. 14 at the joint front corner of Lot 1 and Lot 2 and running thence with S. C. Highway No. 14 N. 28-36-30 W. 115 feet to an iron pin; thence N. 21-18 E. 35-35 feet to an iron pin; thence N. 66-18 E. 125 feet to an iron pin; thence S. 23-42 E. 125 feet to an iron pin at the joint rear corner of Lot 1 and Lot 2; thence with Lot 1 S. 60-20 W. 140.9 feet to the point of beginning.

This is the property conveyed to Joseph Culbertson and Terry B. Culbertson by Deed of Franklin Enterprises, Inc., dated August 31, 1977, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Volume 1063 at Page 891. Joseph L. Culbertson conveyed his interest in the above property to Terry B. Culbertson by Deed dated February 15th, 1982, said Deed recorded in Book 1162 at page 511 at the R.M.C. Office for Greenville County.

This Mortgage is junior in nature and second to that Mortgage given to First Federal Savings and Loan Association in the original amount of \$48,400.00 dated March 29, 1977 and recorded in Mortgage Book 1393 at Page 788 on April 5, 1977.

which has the address of 102 Holly Hill Lane, Simpsonville, South Carolina 29681,
(Street) (City)
(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, covenants, 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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