

FILED
GREENVILLE CO S.C.

APR 5 2 06 PM '83

DONNIE S. TANNERSLEY
R.M.C.

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MORTGAGE

THIS MORTGAGE is made this 21st day of March,
1983, between the Mortgagor, Dale C. and Wanda S. Shivers

, (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 THIRTEEN THOUSAND SEVEN HUNDRED AND NO/100 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 April 1, 1993;

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.

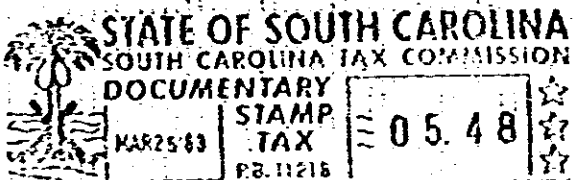
All that certain piece, parcel or lot of land, situate, lying and being on S.C. Highway No. 23-563, being shown and designated as Lot 8 on a plat prepared by Carolina Surveying Co. on March 25, 1976 and having the following metes and bounds to-wit:

Beginning at an iron pin in the center of S.C. Highway 23-563 at the joint front corner of Lots 8 and 9, and running thence along the common line of said Lots S 37-08 E. 265.3 feet to an iron pin; thence along the line of Lot 10 S. 12-23 W. 268.0 feet to an iron pin; thence along the line of Lot 7 N 70-50 W. 177.0 feet to an iron pin in the center of S.C. Highway No 23-563; thence along the center of S.C. Highway 23-563 N. 10-03 W. 220 feet to the point of beginning.

This conveyance is made subject to all restrictions, setback lines, roadways, zoning ordinance, easements and rights of way, if any, affecting the above-described property.

See deed of W. F. Shivers, Sr. dated March 11, 1977 recorded in RMC Office of Greenville County in Deed Book 1052 at page 495.

This is a second mortgage and junior in lien to that mortgage executed by Dale C. Shivers and Wanda S. Shivers to First Federal of S.C. which mortgage is recorded in RMC Office of Greenville County in Book No. 1391 Page 362 date 3 MAR 77.



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which has the address of Route 5, Little Texas Road, Travelers Rest, S.C.
29690
(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 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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