

FILED
GREENVILLE S.C.
MAY 2 9 50 AM '83
DONNIE S. THOMPSON
R.M.C.

BOOK 1604 PAGE 692

MORTGAGE

THIS MORTGAGE is made this 21st day of April, 1983, between the Mortgagor, THOMAS WILSON TUTEN, (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 THIRTY THOUSAND SIX DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 21, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ...ay. 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, on the northwesterly side of Pimlico Road, being known and designated as Lto No. 468, Section D. Gower Estates, as recorded in the RMC Office for Greenville County, S. C. in Plat Book RR, at Pages 192 and 193, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Pimlico Road, said pin being the joint front corner of Lots 467 and 468 and running thence with the common line of said Lots, N. 46-20 W. 162.6 feet to an iron pin, joint rear corner of Lots 467 and 468; thence N. 47-52 E. 65 feet to an iron pin; thence N. 36-51 E. 30 feet to an iron pin, joint rear corner of Lots 468 and 469; thence with the common line of said lots S. 55-18 E. 159.5 feet to an iron pin on the northwesterly side of Pimlico Road; thence with the northwesterly side of Pimlico Road S. 41-09 W. 96.1 feet to an iron pin; thence S. 44-48 W. 24 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor herein by deed of John C. Cothran and Ellis L. Darby, Jr., dated January 12, 1966 and recorded in the RMC Office for Greenville County in Deed Book 790 at Page 24.

THIS mortgage is junior in lien to that certain mortgage in favor of Fidelity Federal Savings and Loan Association (now American Federal Savings and Loan Association) Recorded January 12, 1966 in REM Book 1019 at Page 309 in the original amount of \$22,500.00.

which has the address of 505 Pimlico Road Greenville,
(Street) (City)

South Carolina 29607 (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 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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