

FILED
GREENVILLE S.C.
MAY 3 3 19 PM '83

MORTGAGE

DONNIE S. BOWERSLEY
THIS MORTGAGE is made this 25th day of April, 1983, between the Mortgagor, Atkison Properties, A General Partnership, (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 Five Thousand and No/100 (\$5,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 25, 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 May 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 in the County of Greenville, State of South Carolina, in the Town of Mauldin, at the northeastern corner of the intersection of Old Trail Road and Mapleton Drive, being shown and designated as Lot No. 79 on a plat of Pine Forest Subdivision, prepared by Dalton & Neves, Engineers, dated August, 1959, and recorded in the RMC Office for Greenville County, S. C. in Plat Book QQ, at Pages 106 and 107, reference to said plat being craved for a metes and bounds description thereof.

This is the same property conveyed to the Mortgagor herein by deed of Frank P. McGowan, Jr., as Master, dated February 19, 1981, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1142, at Page 965, on February 19, 1981.

The within Mortgage is junior in lien to that certain Mortgage given by Larry M. Stamey and Martha E. Stamey to C. Douglas Wilson & Co. in the original principal sum of \$21,950.00, dated August 15, 1973, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1288, at Page 113, on August 16, 1973, and re-recorded on August 29, 1973, in Mortgage Book 1289, at Page 303, and subsequently assigned to Philadelphia Savings Fund Society, by Assignment dated August 29, 1973, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1289, at Page 304, on August 29, 1973.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP
MAY 1983 TAX \$02.00

which has the address of Route 6, Old Trail Road Mauldin,
(Street) (City)
S. C. 29662 (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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