

GREENVILLE FILED

MAY 12 3:50 P.M. '83 MORTGAGE

THIS MORTGAGE made this 12th day of May 1983, between the Mortgagor, James Q. Christopher and Carol F. Christopher

(herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, who address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand Eight and 04/100 (\$20,008.04) dollars, which indebtedness is evidenced by Borrower's note dated May 12, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid due and payable in accordance with terms as therein contained.

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 piece, parcel or lot of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the northern side of Poinsett Avenue at the intersection of Poinsett Avenue and Bennett Street and being shown and designated as Lot No. 3 of Property of J. S. O'Neal and Manning Jones, according to a plat by Dalton & Neves, dated May, 1927 and recorded in Plat Book G at page 156 in the RMC Office for Greenville County, S.C., and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of Poinsett Avenue and Bennett Street and running thence along Bennett Street due North 200 feet to an iron pin, joint corner of Lots 3 and 4; running thence along the line of Lot 4, N. 70-47 W. 51.8 feet to an iron pin, joint corner of Lots 2 and 3; thence along the line of Lot 2, S. 21-58 W. 169.8 feet to an iron pin on Poinsett Avenue; thence with said Poinsett Avenue, S. 62-45 E. 126.7 feet to the beginning corner.

This is the same property conveyed to the mortgagors by deed of James Malone Owings dated 3-23-78 and recorded 3-23-78 in Deed Volume 1075 page 872 in the RMC Office for Greenville County, SC.

This mortgage is junior in lien to the mortgage of South Carolina Federal Savings and Loan Association recorded March 24, 1978 in mortgage volume 1426 page 830 in the RMC Office for Greenville County, SC.

which has the address of 21 Poinsett Ave. Greenville (Street) (City) SC 29601 (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.

STATE OF SOUTH CAROLINA DOCUMENTARY TAX STAMP MAY 12 1983

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