

FILED
GREENVILLE S.C.
MAY 16 10 25 AM '83
DONNIE S. HARRISLEY
R.M.C.

First Federal of South Carolina
Post Office Box 408
Greenville, South Carolina 29602

BOOK 1636 PAGE 633

MORTGAGE

THIS MORTGAGE is made this 28th day of April, 1983, between the Mortgagor, James D. Brice and Sarah W. Brice, (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 \$5000.00 (Five thousand and 00/100 Dollars), which indebtedness is evidenced by Borrower's note dated April 28, 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 June 1, 1988;

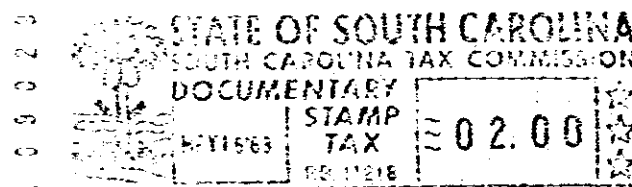
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, State of South Carolina, on the southern side of Mount Vista Avenue, being known and designated as Lot No. 174 on a plat entitled, "Second Revision of Traxler Park" recorded in the RMC Office for Greenville County, South Carolina in Plat Book "F" at Pages 114 and 115, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Mount Vista Avenue at the joint front corner of Lots No.s 174 and 175, and running thence with the line of Lot No. 175, S. 25-23 E. 225 feet to an iron pin; thence S. 64-37 W. 70 feet to an iron pin at the rear corner of Lot No. 173; thence with the line of Lot No. 173, N. 25-23 W. 225 feet to an iron pin on Mount Vista Avenue; thence with the southern side of said Avenue, N. 64-37 E. 70 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Sam A. Zimmerman, III by deed dated August 1, 1977 and recorded August 2, 1977 in Deed Book 1061 at Page 746. James E. Brice conveyed $\frac{1}{2}$ interest in said property by deed recorded April 25, 1983 in Deed Book 1187 at Page 28.

This is a second mortgage and is Junior in Lien to that mortgage executed by James D. Brice to First Federal which mortgage is recorded in the RMC Office for Greenville County on August 2, 1977 in Book 1405 at Page 933.



which has the address of 34 Mount Vista Greenville,
(Street) (City)
South Carolina 29605 (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.