

Mortgagee's Mailing Address: 301 College St., Greenville, S.C. 29601

GREENVILLE, S.C.

MAY 17 10 31 AM '83

BOOK 1636 PAGE 847

DONNIE S. ... R.M.C.

MORTGAGE

THIS MORTGAGE is made this 12th day of May, 1983, between the Mortgagor, John C. Toke and Maryann H. Toke, (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 Twenty Thousand and no/100 (\$20,000.00) 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 on June 1, 1990;

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 Greenville County, State of South Carolina, located on the western side of Kenilworth Drive and being known and designated as Lot No. 7 on plat of WELLINGTON GREEN, Section 4, prepared by Piedmont Engineers and Architects, dated October 2, 1968, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book WWW at page 36, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Kenilworth Drive at the joint front corners of Lots Nos. 6 and 7 and running thence with the common lines of said lots N. 51-32 W. 250.5 feet to a point; thence S. 43-04 W. 106.0 feet to a point at the joint rear corner of Lots Nos. 7 and 8; thence with the common line of said lots S. 50-35 E. 260.85 feet to a point on the western side of Kenilworth Drive; thence with the western side of Kenilworth Drive N. 37-28 E. 110.0 feet to the point of beginning.

This mortgage is junior in lien to that certain mortgage executed by Samuel M. Lowry and Sandra D. Lowry in favor of Security Federal Savings and Loan Association, in the original amount of \$28,800.00 recorded in REM Volume 1261 at Page 1, in the R.M.C. Office for Greenville County and assumed by the Mortgagor herein by deed of Samuel M. Lowry and Sandra D. Lowry dated June 25, 1973 and recorded June 26, 1973 in Deed Book 977 at page 636.

which has the address of 904 Kenilworth Drive, Greenville,
(Street) (City)
South Carolina 29615 (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.

STATE OF SOUTH CAROLINA
TAX COMMISSION
DOCUMENTARY TAX STAMP
MAY 17 1983
\$ 8.00

9.80

4325