

FILED
GREENVILLE, S.C.
AUG 2 8 36 AM '83
DONNIE S. BRADLEY
R.M.C.

50-1019-15

MORTGAGE



THIS MORTGAGE is made this 1st day of August, 1983, between the Mortgagor, Christopher A. Harvey and Donna A. Harvey, (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 nine hundred sixty-four and 15/100 (5,964.15) * * * Dollars, which indebtedness is evidenced by Borrower's note dated August 1, 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 August, 1989.....;

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 in Chick Springs Township, County of Greenville, State of South Carolina, on the south side of Overbrook Drive in the City of Greer, and being shown and designated as Lot No. 160 of the H. P. McManus property according to survey and plat by H. S. Brockman, surveyor, dated January 21, 1959, and recorded in the RMC Office for Greenville County in Plat Book 00 at Page 264, reference to said plat hereby pleaded for a more complete description.

This conveyance is subject to all restrictions, easements, rights of way, roadways and zoning ordinances of record, on the recorded plats or on the premises.

DERIVATION: See Deed of Kenneth Lee Smith, Jr. and Nancy B. Smith to Christopher A. Harvey and Donna A. Harvey, recorded in the RMC Office for Greenville County in Book 1192, Page 991, dated July 22, 1983.

THIS is a Second Mortgage and is junior in lien to that mortgage executed by Christopher A. Harvey and Donna A. Harvey to Cameron Brown Company, recorded in the RMC Office for Greenville County on June 27, 1978, in Book 1436, Page 336.

which has the address of 117 Overbrook Drive, Greer, SC 29651
(State and Zip Code) (City)
(herein "Property Address"):

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.

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