

1020 776

FILED  
GREENVILLE S.C.  
AUG 12 1983  
MORTGAGE

DONNIE S. HOSLEY  
R.M.C.

THIS MORTGAGE is made this 19th day of May 1983, between the Mortgagor, Charles Terry Howe and Cornelia Gail Howe (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 \$10,163.08 Ten thousand one hundred eighty-three and 08/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 19, 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 piece, parcel or lot of land, together with all improvements thereon, situate, lying and being on the northern side of Confederate Avenue in Greenville County, S.C. and being known and designated as Lot No. 12 as shown on a plat entitled, SHEFFIELD FOREST, made by Carolina Engineering & Surveying dated February 21, 1962 recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book AAA, at page 47, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Confederate Avenue at the joint front corner of Lots Nos. 11 and 12; and running thence along the common line of said lots, N. 6-0 W., 150.0 feet to an iron pin; thence S. 84-00W., 100.0 feet to an iron pin at the joint rear corner of Lots Nos. 12 and 13; thence along the common line of said lots, S. 6-00 E., 150.0 feet to an iron pin on the northern side of Confederate Avenue; thence along the northern side of Confederate Avenue, N. 84-00 E., 100.0 feet to an iron pin; the point of BEGINNING.

This is a second mortgage and junior in lien to that mortgage executed by Charles Terry Howe and Cornelia Gail Howe to First Federak Savings and Loan Association of South Carolina which is recorded in RMC Office of Greenville County in Book No. 1443 Page 593 dated September 26, 1978 and recorded September 27, 1978.

DERIVATION: This is the property of Vernon E. Whelchel and Margaret W. Whelchel to Charles Terry Howe, Jr. and Cornelia Gail Howe, recorded RMC Office Greenville County Book 1088 Page 739 dated September 26, 1978, recorded September 27, 1978.

CONFEDERATE AVENUE  
GREENVILLE, S.C.  
706 CONFEDERATE AVENUE  
TAYLORS, S.C. 29687

which has the address of 706 Confederate Avenue Taylors South Carolina 29687 therein "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.

SOUTH CAROLINA - OFFICE OF THE REGISTER OF DEEDS AND CLERK OF THE SUPREME COURT

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