

MORTGAGE

THIS MORTGAGE is made this 30th day of August, 1983, between the Mortgagor, Jimmy A Ferrell, (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 ~~\$5636.28~~ // ~~Fifty-six hundred thirty-six dollars & 28/100's~~ Dollars, which indebtedness is evidenced by Borrower's note dated August 30 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 Feb. 1986

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 unit situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit 5-E in Town Park of Greenville, S.C., Horizontal Property Regime as is more fully described in Master Deed dated June 5, 1970, and recorded in the RMC Office for Greenville County in Deed Vol. 891 at Page 243, as amended by amendment to Master Deed recorded in the RMC Office for Greenville County on July 15, 1971, in Deed Vol. 920 at Page 305, and survey and plot plans recorded in Plat Book 4 G at Pages 173, 175 and 177.

This conveyance is made subject to any restrictions or easements that may appear of Record, on the recorded plat(s), or on the premises, and is further subject to the terms of the aforesaid Master Deed, as amended.

This being the same property conveyed to Jimmy A Ferrell by deed of Develcorp, Inc., dated Sept. 4th 1973, and recorded Sept 5th 1973 in the RMC Office for Greenville County in Deed Book 983 at page 238.

This is a Second Mortgage and is junior in lien to that mortgage executed by Jimmy A Ferrell to First Federal S & L of SC which mortgage is recorded in the RMC Office for Greenville County in Book 1289 at page 760 and dated Sept 4 1973 and recorded Sept 5th 1973.

STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
 RECEIVED
 TAX STAMP = 02.28

which has the address of 5-E Town Park Condo Greenville,
(Street) (City)
SC 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 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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