

FILED
GREENVILLE
OCT 13 2 55 PM '83
DONNIE R. JLEY

P. O. Box 408
Greenville SC 29602

900-1830-784

MORTGAGE

03-319325-8

THIS MORTGAGE is made this 11 day of October, 1983, between the Mortgagor, Bennie L. Owens, same as Benny Lee Owens, and Eunice S. Owens, (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 eight thousand & 00/100ths (8000.00) Dollars, which indebtedness is evidenced by Borrower's note dated 10-11-83, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 10-31-1991.

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 to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the Town of Mauldin and being shown as Lot No. 33 on a plat of Pine Valley Estates, Section No. 1, prepared by Dalton & Neves, Engineers on February of 1960 for William L. Costner, Developer, and having according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin near the corner of Carlton Drive and Pinehurst Drive; thence around the corner, the chord of which is S. 1-43 W. 37 feet to an iron pin; thence with Pinehurst Drive, S. 44-0 W. 158.9 feet to an iron pin; thence N. 44-57 W. 150 feet; thence N. 51-14 E. 196 feet to an iron pin on Carlton Drive; Thence S. 38-12 E. 22 feet to an iron pin; thence S. 40-34 E. 78.8 feet to the beginning corner.

This being the same property conveyed to the mortgagors herein by deed of William L. Costner, and recorded in the R.M.C. Office for Greenville County on 05-31-63, in Deed Book 724, and page 305. Benny Lee Owens conveyed $\frac{1}{2}$ interest to Eunice S. Owens by deed dated 9-23-63 and recorded in Deed Book 732 and page 292. This is a second mortgage and is junior in lien to that mortgage executed by Benny L. Owens and Eunice S. Owens, in favor of First Federal Savings and Loan Association of South Carolina, which mortgage is recorded in the RMC Office for Greenville County, in Book 935, and page 386.

RECORDED IN THE PUBLIC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
BOOK 935 PAGE 386
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STATE TAX 03.20

which has the address of 120 Carlton Dr Mauldin,
(Street) (City)
SC 29662 (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.

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4328-RV-21