

FILED
GREENVILLE
OCT 20 4 12 PM '83

MORTGAGE

03-319321616

THIS MORTGAGE is made this 12th day of October, 1983, between the Mortgagor, Elizabeth Ann Fearn Smith, (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-one thousand & eighty-seven & 44/100ths~~ (\$21,087.44)----- Dollars, which indebtedness is evidenced by Borrower's note dated 10-12-83, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 10-31-88.....;

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 hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville.

All that lot of land in the County of Greenville, State of South Carolina, in Austin Township, within the corporate limits of the Town of Mauldin, and being known and designated as Lot No. 10 of a subdivision known as Glendale II, a plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 000, page 55 and having the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Hickory Lane at the joint front corner of Lots 9 and 10 and running thence with the northern side of Hickory Lane, N. 63-46 E. 95 feet to a point at the joint front corner of Lots 10 and 11; thence N. 23-23 W. approximately 221 feet to a point in a branch at the joint rear corner of Lots 10 and 11; thence with said branch as a line, approximately S. 57-50 W. approximately 117 feet to a point in said branch at the joint rear corner of Lots 9 and 10; thence S. 29-05 E. approximately 209 feet to a point on the northern side of Hickory Lane at the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Charles A. Fearn, and recorded in the RMC Office for Greenville County, on 04-10-78, in Deed Book 1076, and page 835.

This is a second mortgage and is junior in lien to that mortgage executed by Charles A. Fearn, in favor of First Federal Savings and Loan Assn of SC, which mortgage is recorded in the RMC Office for Greenville County, in Book 1117, and Page 445.

which has the address of 115 Hickory Lane 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 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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