

FILED
GREENVILLE S.C.
OCT 21 9 35 AM '83
DONNIE W. SLEY

BOOK 1631 PAGE 692

MORTGAGE

THIS MORTGAGE is made this 20th day of October, 1983, between the Mortgagor, Randall S. Poe, (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 Sixteen Thousand Five Hundred Ten and 64/100 (\$16,510.64) Dollars, which indebtedness is evidenced by Borrower's note dated October 17, 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 October 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 tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Cunningham Road and being shown as a 2.44 acre tract on a plat entitled "Property of Randall S. Poe and Judy E. Poe", made by W.R. Williams, Jr., Engineer, dated July 15, 1977, recorded in the RMC Office for Greenville County in Plat Book 6-F at Page 98, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the approximate center of the intersection of Cunningham Road and Cunningham Circle and running thence N. 69-30 W. 456 feet to an old iron pin; thence N. 31-00 E. 293.7 feet to an old iron pin; thence N. 80-37 E. 178.6 feet to a nail and cap in the approximate center of Cunningham Road; thence in a line with Cunningham Road, S. 12-45 E. 451.7 feet to a nail and cap, the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of Judy E. Poe as recorded in Deed Book 1198 at Page 945, in the RMC Office for Greenville County, S.C., on October 21, 1983.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SOUTH CAROLINA
GREENVILLE COUNTY
BOOK 1631 PAGE 692
OCT 21 1983
STAMP TAX \$06.64

This a second mortgage and is junior in lien to that mortgage executed by Randall S. Poe and Judy E. Poe in favor of Travelers Rest Fed. S+L which is recorded in Mortgage Book 1405 at Page 217, in the RMC Office for Greenville County, S.C.
which has the address of Route 2, Cunningham Road, Travelers Rest,
(Street) (City)
S.C. 29690 (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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