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OCT 25 3 45 PM '83  
DUNN R.M.C.

MORTGAGE

09-219698-9

THIS MORTGAGE is made this 26th day of October, 1983, between the Mortgagor, RICHARD C. SMART, (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 ten thousand eighty three and 4/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 26, 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 \_\_\_\_\_;

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 situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lot No. 51 on plat of Sec. 3, Wade Hampton Gardens, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY at Page 179, and also being known as 136 Waddell Road.

This is the same property conveyed to the Mortgagor herein by deed of James M. Rackley and Sara K. Rackley dated May 14, 1974, and recorded May 15, 1974, in the RMC Office for Greenville County, S.C., in Deed Book 999 at Page 87.

This is a second mortgage and is junior in lein to that mortgage executed by American Federal Savings Bank in the original amount of \$15,500.00 which mortgage is recorde in the RMC office for Greenville County on June 13, 1977 in Mortgage Book 1400 at Page 859.

RECORDED IN THE OFFICE OF COUNTY CLERK  
GREENVILLE, SOUTH CAROLINA  
OCT 25 1983  
STAMP  
TAX  
F O A 5 1 2

which has the address of 136 Waddell Road, Greenville, S. C. 29609 (herein "Property Address");  
(Street) (City)  
(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.

0.534

4328-RV-23