

OFFICE FILED
S.C.
10 45 1983
R.M.C. OSLEY

1633 763

MORTGAGE

THIS MORTGAGE is made this 6th day of December, 1983, between the Mortgagor, Michael C. Pulley & Betty J. Pulley, (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 and One Dollars & 79/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 6, 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 on the south side of State Highway No. 101 (also known as the Gilreath Mill Road), about three miles northwest from the Town of Greer, O'Neal Township, County and State, aforesaid, being shown on plat entitled "Property of Lyda Aileen W. Laughter and Lewis R. Vaughn", dated November 14, 1964, prepared by John A. Simmons, said plat being recorded in the Office of the RMC in Plat Book MM, at Page 136, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point in said highway in line of property now or formerly of Beulah B. Owens and running thence along said Owens line, S. 1-05 E. 248 feet to a point; thence turning and running S. 81-05 E. 80 feet to an iron pin in line of property conveyed to Lyda Aileen W. Laughter; thence turning and running N. 8-12 E. 244.2 feet to nail in center of said highway; thence turning and running with the center of said highway, N. 81-05 W. 120 feet to the beginning point.

DERIVATION: This being the same property conveyed to the mortgagor by deed of Jerry E. Giles & Jacquelyn R. Giles and recorded in the RMC Office of Greenville County dated February 26, 1976 in Book 1032 Page 138.

This is a second mortgage and junior lien to that mortgage executed by Michael C. Pulley & Betty J. Pulley to First Federal Savings & Loan of S.C. which mortgage is recorded in RMC Office of Greenville County in Book No. 1360 Page 991 date 7-26-76.

which has the address of Rt. 7, Box 372 Greer, South Carolina (herein "Property Address");

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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1328 W. 21