

FILED
GREENVILLE S.C.
DEC 13 4 12 PM '83
JAMES R.M.C.
SLELEY

First Federal of South Carolina
Post Office Box 403
Greenville, South Carolina 29602

VOL 1639 PAGE 664

MORTGAGE

THIS MORTGAGE is made this 23rd day of September, 1983, between the Mortgagor, Daniel G. Fincher and Christa N. Fincher, (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 \$8,000.00 (Eight Thousand and No/100) Dollars, which indebtedness is evidenced by Borrower's note dated Sept. 23, 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 Sept. 28, 1990.

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 in Greenville Township, Greenville County, State of South Carolina, on North Street, and being known and designated as Lot No. G-2 according to plat of the property of the Overbrook Land Company, recorded in the RMC Office for Greenville County, and having the following metes and bounds, to-wit:

Beginning at an iron pin on North Street, corner of Lot G-1 and running thence with line of said lot N 64-34 W 216.43 feet to iron pin; thence N 23-06 E 123 feet to iron pin corner of Lot No. G-3; thence with line of said Lot S 54-14 E 242.18 feet to iron pin on North Street; thence with North Street S 41-04 W 34.55 feet to iron pin on said street; thence S 34-02 W 46.61 feet to the point of beginning corner.

This being the same property conveyed to the mortgagor by deed of Ernest L. Uterkoefler, Bishop of Charleston, a Corporation Sole and recorded in the RMC Office for Greenville County on 09/11/79 in Deed Book 1111 at Page 117.

This is a second mortgage and is Junior in Lien to that mortgage executed by Daniel G. Fincher and Christa N. Fincher which mortgage is recorded in RMC Office for Greenville County on 09/11/79 in Book 1480 at Page 233. This was assigned to S. C. State Housing Authority 09/11/79 in Book 1480 at Page 236.

which has the address of 1321 East North Street, Greenville,
South Carolina 29607 (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 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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