

GREENVILLE S.C.
JAN 21 11 39 AM '84
JOHN W. WILKINSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 20th day of January, 1984, between the Mortgagor, Robert H. Scruggs, (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 Twelve Thousand and Eighty Three and 84/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 20, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 30, 1994.....;

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 in the State of South Carolina, County of Greenville, being shown as Lot No. 4, containing 1.36 acres, Maple Lane, on plat prepared by Webb Surveying Company entitled "Property of Robert H. Scruggs", dated October 23, 1976, recorded in the RMC Office for Greenville County in Plat Book 60 at page 84 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Maple Lane at the joint front corner of Lots No. 3 and 4 (which iron pin is 277.8 feet in a southerly direction from the intersection of Maple Lane and Thomason Square) and running thence with the joint line of said lots, N; 89-05 W., 133 feet to an iron pin; thence N. 36-45 W., 125 feet to an iron pin; thence S. 53-54 W., 102.5 feet to an iron pin; thence S. 34-51 E., 416 feet to an iron pin; thence N. 40-56 E., 165.9 feet to an iron pin on the western side of Maple Lane; thence along said Maple Lane, N. 31-57 W., 87.5 feet to an iron pin; thence still with said Maple Lane, N. 5-20 W., 100 feet to an iron pin at the joint front corner of Lots 3 and 4, being the point of beginning.

This is the same property acquired by the grantor Seth W. Scruggs given to Robert H. Scruggs recorded in RMC Office of Greenville County in Book 1124 at Page 12 dated April 16, 1980.

This is a second mortgage and junior in to that mortgage executed by First Federal of South Carolina to Robert H. Scruggs which is recorded in RMC Office of Greenville County in Book No. B99 Page 599 dated 6-1-77.

which has the address of Ldt 4, Maple Lane 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 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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