

FILED GREENVILLE CO. S.C. SEP 28 2 23 PM '84 MORTGAGE

THIS MORTGAGE is made this 27th day of September, 1984, between the Mortgagor, Benny Jeff Atkins, (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 Fourteen Thousand Five Hundred Twenty Seven & 98/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 27, 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 October 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 piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the northeastern edge of Anderson Ridge Road, and being shown as a 1.0 acre tract on a plat entitled "Property of Benny Jeff Atkins", dated November 7, 1977, by Freeland & Associates, and recorded in the RMC Office for Greenville County in Plat Book 6K at Page 22, and having, according to said plat, the following metes and bounds:

BEGINNING at a nail and cap 103.5 feet northwest from the intersection of Circle Road and Anderson Ridge Road, and running thence with the center line of Anderson Ridge Road, N. 46-33 W. 222.3 feet to a nail and cap; thence with the center line of a creek as the property line, the traverse of which is N. 67-10 E. 127.8 feet; thence North 65-42 E. 55.6 feet; thence N. 37-35 E. 93.7 feet to an iron pin; thence S. 28-02 E. 190.6 feet to an iron pin; thence S. 49-30 W. 202.3 feet to the point of beginning.

THIS conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above described property.

DERIVATION: This being the same property conveyed to the mortgagor by deed of Rufus B. Atkins and Louise G. Atkins and recorded in the RMC Office of Greenville County dated November 9, 1977 in Book 1068 Page 178.

THIS is a second mortgage and junior in lien to that mortgage executed by Benny Jeff Atkins to First Federal Savings and Loan of South Carolina which mortgage is recorded in the RMC Office of Greenville County in Book No. 1421 Page 702 Date 24 Jan 78.

which has the address of Rt. 5, Anderson Ridge Road Greer (City)

South Carolina 29651 (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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