

FILED
GREENVILLE CO. S.C.
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W. S. WALKERSLEY

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MORTGAGE

THIS MORTGAGE is made this 31st day of December, 1984, between the Mortgagor, Thomas E. Dillard and Antonia W. Dillard, (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 Five Hundred Eighty Two & 18/100 (\$10,582.18) Dollars, which indebtedness is evidenced by Borrower's note dated December 31, 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, 1995.....;

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 of that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, Chick Springs Township, in the Pleasant Grove Church community, lying on the east side of a new cut road that leads from the Greer-Brushy Creek Road to Gibb Shoals Road, and being part of two parcels of land conveyed to me by two separate deeds as follows: (1) Deed from O. T. and Shirley Glenn Lawing May 13th 1944, recorded in the R.M.C. Office for Greenville County in Deed Book 263 at page 425 and ; (2) Deed from A.P. Burnett July 29th 1955, recorded in said R.M.C. Office in Deed Book 532 at page 365, and having the following courses and distances, to-wit:

BEGINNING on a nail and cap in the center of the said new road, joint corner of the A.P. Burnett lands, and runs thence with the A.P. line, N. 58-00 E. 20 feet to an old iron pin on the east margin of the said road, then continuing with the same course for a total distance of 220 feet to an iron pin on the said line; thence a new line, N. 21-55 W. 125 feet to an iron pin; thence S. 58-00 W. 220 feet to a nail and cap in the said new road (iron pin back on line at 25 feet); thence with the said road, S. 21-55 E. 125 feet to the beginning corner, containing Sixth-Two One-Hundredths (0.62) of one acre, more or less.

DERIVATION: This being the same property conveyed to the mortgagor by deed of Harold M. Dillard and recorded in the R.M.C. Office of Greenville County dated February 24, 1967 in Book 814 Page 350.

THIS is a second mortgage and junior in lien to that mortgage executed by Thomas E. Dillard and Antonia W. Dillard to First Federal Savings and Loan of South Carolina which mortgage is recorded in R.M.C. Office of Greenville County in Book No. 1107 Page 259 Date Oct. 24, 1964.

which has the address of Rt. 8, Box 124, Dillard Dr. Greer, South Carolina 29651 (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.

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