Jan 16 4 27 PH '81

CONKIC S. TANKERSLEY n.H.C.

800×1544 PAGE 259

MORTGAGE

81 ma698

16th THIS MORTGAGE is made this. 19 81, between the Mortgagor, Lewis T. Smoak and Betty B. (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Fifty Thousand and No/100 (\$50,000.00)------Dollars, which indebtedness is evidenced by Borrower's __, (herein "Note"), providing for monthly installments of principal note dated June 16, 1981 and interest, with the balance of the indebtedness, if not sooner paid, due and payable on_

BEGINNING at an iron pin on the West side of Stone Haven Drive at the joint corner of Lots 60 and 61; thence with joint line of Lots 60 and 61, joint corner of Lots 60 and 61; thence with joint line of Lots 60 and 61, N. 74-30 W. 317 feet to an iron pingon line of Lot No. 1; thence with line of Lot No. 1, S. 12-24 Wellow Leadolto an iron pin on the North side of Cleveland Street Extension, S. 65-37 E. 12 farches 50 15 Line 194.3 feet of Cleveland Street Extension and Stone haven private the chord of Cleveland Street Extension and Stone haven Drive; the chord of which is N. 77-27 E. 305 feet to an iron pin on the west side of Stone haven Drive; thence with Stone haven Drive, N. 17-41 E. 213 feet to the horizont and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of means of the same property conveyed to the Mortgagors herein by deed of means of Greenville County, Snow in Deed Book 1045, at Page 678, on November 4, 1976.

4, 1976.

It is understood and agreed that the within mortgage is junior in Hen to that certain mortgage given by the Mortgagors herein to First Federal Savings & Loan Assoc. dated November 3, 1976, and recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 1382, at Page 226, on November 4, 1976, and re-recorded on December 8, 1976, in Mortgage Book 1384, at Page 723.

76 Stonehaven Drive which has the address of _

_(herein "Property Address"); South Carolina <u> 29607</u> (State and Zip Code)

0

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 t 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.

SOUTH CAROLINA - 1 to 6 Family -5/75-FINEA/FHLING UNIFORM INSTRUMENT (with almost deposit