



MORTGAGE

THIS MORTGAGE is made this 16th day of May, 1980, between the Mortgagor, David M. Finley and Jan H. Finley, (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 Nineteen Thousand Nine Hundred Ninety Nine & 20/100 (\$19,999.20 Dollars), which indebtedness is evidenced by Borrower's note dated May 16, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 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:

Near the Town of Mauldin, on the easterly side of Beechwood Drive South, and being designated as Lot No. 21 on plat entitled "Beechwood Hills" as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ, Page 35, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Beechwood Drive South, joint front corner of Lots Nos. 20 and 21 and running thence along the common line of said Lots, S. 75-32 E. 207 feet to an iron pin; thence S. 20-15 W. 105.2 feet to an iron pin; thence S. 23-06 W. 43 feet to an iron pin, joint rear corner of Lots Nos. 21 and 22; thence along the common line of said lots N. 69-00 W. 203.2 feet to an iron pin on the easterly side of Beechwood Drive South, thence along said Drive, N. 21-00 E. 83.3 feet to an iron pin; thence continuing with said Drive N. 17-15 E. 41.7 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of John R. Sheets and Kathryn C. Sheets, dated August 21, 1974, and to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.

This being the same property conveyed to the mortgagor herein by deed of Gareth C. Crain and Patricia H. Crain and recorded in the RMC office for Greenville County on March 23, 1977 in Deed Book #1053 and page #249.

This is a second mortgage and is junior in lien to that mortgage executed to Gareth C. Crain and Patricia H. Crain which mortgage is recorded in RMC office for Greenville County in Book #1321 and page #19.



which has the address of Rt. 1, Beechwood Drive South, P. O. Box 64 Simpsonville, (City)

S. C. 29681 (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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