

GREENVILLE CO. S. C.  
AUG 14 3 14 PM '80  
GONNIE S. TANKERSLEY  
R.M.C.

FIRST FEDERAL  
P. O. BOX 408  
GREENVILLE, S. C. 29602

BOOK 1511 PAGE 85

### MORTGAGE

THIS MORTGAGE is made this 8th day of August, 1980, between the Mortgagor, Billy R. Mahanes and Dianne R. Mahanes, (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 Nine Thousand and NO/100 (\$9,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 8, 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 \_\_\_\_\_

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: on the eastern side of Cunningham Road, being shown and designated as Lot 6 on a Plat of ALVIN B. HOOD PROPERTY, recorded in the said Plat, the following metes and bounds: BEGINNING at an iron pin on the eastern side of Cunningham Road at the joint front corner of Lots 5 and 6 and running thence N 05-20 E, 172.6 feet to an iron pin at the intersection of Cunningham Road and a proposed future street (not cut); running thence with said future street, N 39-54 E, 28.4 feet; thence continuing with said Street, S 63-47 E, 158.7 feet to an iron pin; thence S 05-38 W, 123.2 feet to an iron pin at the joint rear corner of Lots 5 and 6; thence along the common line of said Lots, N 87-32 W, 171.4 feet to an iron pin, the point of beginning. LESS HOWEVER, a portion of Lot 6 previously deeded by David C. Rice and Mary Sue Rice, according to Deed Book 960, at page 245, also referring to same plat mentioned above, and having the following metes and bounds: BEGINNING at an iron pin on the front corner of Lot 5, existing mutual corner between Lots 5 and 6, and running thence N 05-20 E, along Cunningham Road right of way 5 feet to new iron pin; thence S 87-32 E, 171.4 feet to new pin; thence S 05-38 W, 5 feet to old iron pin; thence N 87-32 W, 171.4 feet to the beginning point. This is the same property conveyed to the mortgagors herein by deed of David C. Rice and Mary Sue Rice, dated December 10 1976, to be recorded simultaneously herewith.

This being the same property conveyed to the mortgagor by deed of Alvin B. Hood Property and recorded in RMC Office of Greenville County and on 12-10-76, in the deed Book. #1047 page 742

This is a 2nd Mortgage and is Junior in lein to that mortgage excuted by Billy R. and Dianne R. Mahanes with First Federal Savings and Loan Ass. of Greenville SC which is recorded in the RMC Office of Greenville County, Greenville SC in Book #1490 page 76 dated 11-30-79.

which has the address of 12 Cunningham Road Taylors South Carolina,  
29687 (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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