

OCT 8 4 13 PM '80

DONNIE BANKERSLEY  
R.M.C.

1013 321

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
25.00

# MORTGAGE

THIS MORTGAGE is made this 6th day of October, 1980, between the Mortgagor, Donald Ray Smith and Kersandra Y. Smith, (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 Sixty-Four Thousand and No/100 (\$64,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 6, 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 November 1, 1981.....;

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, lying and being situate in the County of Greenville, State of South Carolina, being shown and designated as Lot 93, Section 4, Phase I, Brookside Subdivision on plat entitled "Property of Donald R. Smith and Kersandra Smith" as recorded in Plat Book 8-G at Page 51, in the RMC Office for Greenville County, S.C., and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Brooks Road, joint front corner of Lots 92 & 93; thence with the joint line of said lots N. 35-36 W. 160 feet to an iron pin; thence turning S. 54-24 W. 100 feet to an iron pin joint rear corner of Lots 91 & 92; thence with the joint line of said lots S. 35-36 E. 160 feet to an iron pin on the northwest side of Brooks Road; thence with the northwest side of said Road N. 54-24 E. 100 feet to the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Donald E. Baltz as recorded in Deed Book 1080 at Page 282, in the RMC Office for Greenville County, S.C., on June 1, 1978.

The within Renegotiable Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider which is attached hereto and made a part of this mortgage instrument.

which has the address of 204 Brooks Road Mauldin,  
(Street) (City)  
S.C. 29664 (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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