

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
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27 PM '81
BOOK 1544 PAGE 259
RIVERSLEY

MORTGAGE

THIS MORTGAGE is made this 16th day of June, 1981, between the Mortgagor, Lewis T. Smoak and Betty B. Smoak, (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 note dated June 16, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1996;

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 situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the Western side of Stone Haven Drive, being shown and designated as Lot No. 61 on a Plat entitled "Property of Edward H. Hembree, a division of Lots 111 and 112 on Plat of property of Tully P. Babb", recorded in Plat Book MMM, Page 168, being Southern one-half of Lots 111 and 112 shown on said Plat, and having the following metes and bounds, to-wit:

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, N. 74-30 W. 317 feet to an iron pin in line of Lot No. 1; thence with line of Lot No. 1, S. 12-24 W. 100 feet to an iron pin on the North side of Cleveland Street Extension; thence with Cleveland Street Extension, S. 65-37 E. 12.4 feet; S. 50-15 E. 194.3 feet; thence S. 42-48 E. 92.1 feet to an iron pin at intersection of Cleveland Street Extension and Stone Haven Drive; thence with curve of intersection of Cleveland Street Extension and Stone Haven Drive, the chord of which is N. 77-27 E. 40.4 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 point and place of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Farrell L. Mills dated November 3, 1976, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1045, at Page 678, on November 4, 1976.

It is understood and agreed that the within mortgage is junior in lien 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.

which has the address of 76 Stonehaven Drive Greenville,
(Street) (City)
South Carolina 29607 (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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