

AUG 23 2 44 PM '83
30th

MORTGAGE

THIS MORTGAGE is made this 19th day of August 1983, between the Mortgagor, James H. Simkins and Elizabeth N. Simkins (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 Thirty Thousand Eighteen and 04/100 (\$30,018.04) Dollars, which indebtedness is evidenced by Borrower's note dated August 19, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 30, 1993.

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, in a subdivision known as Northgate and being known and designated as Lot No. 5, Block I of Northgate and according to a plat of survey thereof recorded in Plat Book G, at Pages 135 and 136 in the R.M.C. Office for Greenville County, South Carolina, being more particularly described as follows:

BEGINNING at a point at the southwest edge of Morningdale Drive, joint front corner of Lots Nos. 5 and 6 and running in a southwesterly direction along the joint line of said lots 158.2 feet, more or less, to a point, joint corner of Lots No. 5, 6, 2, 3, and 4; thence in a southeasterly direction along the joint line of Lots Nos. 4 and 5 175.5 feet more or less, to a point at the southwest edge of Morningdale Drive, joint front corner of Lots 4 and 5; thence in a northwesterly direction with the southwest edge of Morningdale Drive, as it curves a total of 178.3 feet to the point of beginning.

This being the same property conveyed to the Mortgagors by Deed of Francis M. Hipp and recorded in the RMC Office for Greenville County on June 12, 1962 in Deed Book 700 at Page 79.

This is a second mortgage and is junior in lien to that mortgage executed by James H. and Elizabeth N. Simkins in favor of Fidelity Federal Savings and Loan Association which mortgage is dated June 19, 1964 and recorded in the R.M.C. Office for Greenville County on June 19, 1964 in Mortgage Book 962 at Page 411.

which has the address of 105 Morningdale Drive Greenville
S.C. 29609 therein "Property Address";

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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