

First Federal of South Carolina
Post Office Box 408
Greenville, South Carolina 29602

1983-07-26

MORTGAGE

THIS MORTGAGE is made this 26th day of July 1983, between the Mortgagor, Dee A. Smith and V. Harlean Smith, (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 \$28,661.96 (Twenty-eight Thousand Six hundred sixty one dollars and 96/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 26th 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 January 23rd, 1984;

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 certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as the western lot on a plat of property of G. E. and Clara Kellett and Bessie Kremer prepared by C.O. Riddle April 3, 1954, and being more particularly described according to said plat as follows:

BEGINNING at a point in Kellett Drive 7.6 feet distance from an iron pin on the south side of Kellett Drive, on corner of lands now or formerly of A.E. Fisher, and running thence along Kellett Dr. N. 56-45E. 81.5 feet to a point 7.6 feet distance from an iron pin on the south side of Kellett Drive; thence S. 40-56 E. 71.7 feet, more or less, to an iron pin in lands now or formerly of A.E. Fisher; thence with said land S. 61-15 W. 80 feet to an iron pin; thence still with said lands, N. 41-48 W., 169.1 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Dee Smith Co, Inc. and recorded in the RMC Office for Greenville County on 03/15/78 in Deed Book 1085 at Page 254.

This is a second mortgage and is Junior in Lien to that mortgage executed by Dee A. Smith and V. Harlean Smith which mortgage is recorded in RMC Office for Greenville County on 03/15/78 in Book 1441 at Page 227.

which has the address of Kellett Drive Greenville
South Carolina 29607 (herein "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.

SOUTH CAROLINA —