

# MORTGAGE

THIS MORTGAGE is made this 5th day of April, 1984, between the Mortgagor, WILLIAM E. WELLS and ELAINE M. WELLS, (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").

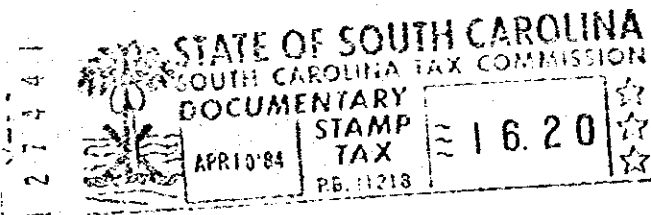
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY THOUSAND FOUR HUNDRED TWENTY & 20/100 (\$40,420.20) Dollars, which indebtedness is evidenced by Borrower's note dated April 5, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 30, 1994;

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 those lots of land in the County of Greenville, State of South Carolina, on the southwest side of Adams Mill Road, being shown and designated as Lot Nos. 15 and 16 on plat of SECTION ONE, BROOKSIDE SUBDIVISION, recorded in the RMC Office for Greenville County, S.C., in Plat Book 4-R at Page 56, reference to which plat is hereby craved for a more complete description thereof.

Lot No. 15 was conveyed to the Mortgagors herein by deed of Donald E. Baltz, Inc., recorded December 14, 1973, in the RMC Office for Greenville County, S.C., in Deed Book 990 at Page 537. Lot No. 16 was conveyed to the Mortgagors herein by deed of Donald E. Baltz, Inc., recorded July 24, 1974, in the RMC Office for Greenville County, S.C., in Deed Book 1003 at Page 513.

This is a first mortgage as to Lot No. 16 and a second mortgage as to Lot No. 15, junior in lien to that certain mortgage given by the Mortgagors herein to First Federal Savings and Loan Association in the original principal amount of \$37,400.00, which mortgage was recorded on December 14, 1973, in the RMC Office for Greenville County, S.C., in Mortgage Book 1297 at Page 619.



which has the address of 410-412 Adams Mill Road, Mauldin, S. C. 29662 (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.

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