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GREENVILLE CO. S.C.

DEC 4 2 53 PM '84

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 4<sup>th</sup> day of December,  
19 84, between the Mortgagor, CHARLES M. LAYE AND RUSSELL PRYOR

, (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 Sixty-Seven Thousand Two Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note/agreement dated 4 December 1984, (herein "Note"), said principal sum being payable as set forth in said note with interest at the rate set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on 3 December 1987, subject to future advances or renewals.

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 situate, lying and being in the State of South Carolina, County of Greenville, in the City of Greenville, and being known and designated as the rear portion of Lots Nos. 5 and 6, Block B, of a subdivision known as Carolina Court as shown on a plat dated November 1922, by R. E. Dalton, Engineer, recorded in the RMC Office for Greenville County in Plat Book F at page 96, and having, according to a more recent plat to be recorded, the following metes and bounds, to wit:

Beginning at a point on the western side of Jervey Avenue, formerly known as Alta Vista Avenue, 105 feet from the intersection of Jervey Avenue and Laurens Road, and running thence N 55-41 W 131 feet to a point in the line of Lot No. 4; thence along the line of Lot No. 4, N 32-09 E 94 feet to the joint rear corner of Lots Nos. 4 and 5; thence along the rear line of Lots Nos. 5 and 6, S 55-26 E 128.4 feet to a point on the western side of Jervey Avenue; thence with the western side of Jervey Avenue S 30-07 W 93.5 feet to the beginning corner. This is the identical property conveyed to mortgagors by Del L. Bradshaw, William S. Johnstone and Carol I. Earley and this is the identical property conveyed unto Del L. Bradshaw by deed of Robert A. Dobson, Jr., recorded 17 June 1980, in the aforesaid RMC Office in Deed Book 1127 at page 593 wherein a two-thirds (2/3) interest was conveyed, and conveyed to William S. Johnstone recorded 17 June 1980 in the aforesaid RMC Office in Book 1127 at page 595 wherein a one-third (1/3) interest was conveyed. The said Del L. Bradshaw then having conveyed a fourteen (14%) percent interest to the said William S. Johnstone by deed recorded 26 October 1981 in Book 1157 at page 292 and a seven and one-half (7.5%) percent interest to Carol I. Earley by deed recorded 26 October 1981 in Book 1157 at page 294; and the said William S. Johnstone having conveyed seven and one-half (7.5%) percent interest to Carol I. Earley by deed recorded 26 October 1981 in Book 1157 at page 293.

which has the address of \_\_\_\_\_  
(Street) (City)  
\_\_\_\_\_  
(State and Zip Code) (herein "Property Address");

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by \_\_\_\_\_ to \_\_\_\_\_ of record in Mortgage Book \_\_\_\_\_ Page \_\_\_\_\_, in the Register's Office for \_\_\_\_\_ County, South Carolina.

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, including furniture, furnishings and equipment 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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