

FILED  
GREENVILLE S.C.  
APR 8 9 48 AM '83  
DONNIE S. HENSLEY  
R.M.C.

BOOK 1601 PAGE 275

## MORTGAGE

THIS MORTGAGE is made this 4th day of April, 1983, between the Mortgagor, Clarence W. Harris and Helen Jane Harris, (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 Fifty Thousand and No/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 4, 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 May 1, 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 certain piece, parcel or lot of land situate, lying and being on the northeastern side of St. Augustine Drive, in the County of Greenville, State of South Carolina, being shown as Lot No. 17 on a plat of Pelham Estates, recorded in the RMC Office for Greenville County in Plat Book PPP, at Pages 28 and 29, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of St. Augustine Drive at the corner of Lot No. 16, and running thence with the northeastern side of said Drive S. 58-43 E. 200 feet to an iron pin at the corner of Lot No. 18; thence with the line of said lot N. 31-17 E. 200 feet to an iron pin; thence N. 58-43 W. 200 feet to an iron pin at the corner of Lot No. 16; thence with the line of said lot S. 31-17 W. 200 feet to the beginning corner.

THIS being the same property conveyed to the Mortgagor herein by deed of Lawyers Title Insurance Corporation recorded in the RMC Office for Greenville County in Deed Book 1060, at Page 608 on July 15, 1977.

THIS mortgage is junior in lien to that certain mortgage given by Clarence W. Harris to Greer Federal Savings and Loan Association (now First Federal Savings and Loan Association of South Carolina) recorded in Real Estate Mortgage Book 1404, at Page 59.

STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
ESTATE TAX 20.00

which has the address of 115 St. Augustine Drive, Greenville  
South Carolina 29615 (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.