R.M.C.

806:1603 FAGE 226

MORTGAGE

__ day of ____April 11th THIS MORTGAGE is made this 19 83, between the Mortgagor, Carol H. and Joseph L. Payne, III _ , (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 \$12,279.27 (Twelve thousand two hundred seventy-nine and 27/100----) Dollars, which indebtedness is evidenced by Borrower's note dated April 11. 1983 , (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sconer paid, due and payable on _May 1, 1988

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 ., State of South Carolina. in the County of __Greenville

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the north side of W. Earle Street, being shown as Lot A and a portion of Lot B on Map 6 of Property of Hountain City Land and Improvements Co., recorded in the RMC Office for Greenville County, SC in Deed Book WW, Page 604 and having according to a survey made by Dalton & Neves, October, 193i, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of W. Earle Street, said pin being 226 feet west from the northwest corner of the intersection of W. Earle Street and Wilton Street, and running thence N. 6-47 E. 200 feet to an iron pin on the south edge of a 16 foot alley; thence along said alley N. 83-13 W. 100 feet to an iron pin; thence S. 6-47 W. 200 feet to an iron pin on the north side of W. Earle Street; thence along W. Earle Street S 83-13 100 feet to the beginning corner.

This being the same property conveyed to the mortgage by deed of Luther O. Davis & Lucille D. Holder as Executors under the Last Will and Testament of Zora Daves decease and recorded in the RMC Office for Greenville County on October 19, 1979 in Deed Book 1113 at Page 860.

This is a second mortgage and is Junior in Lien to that mortgage executed by Joseph L. Payne III and Carol H. Payne to Carolina Federal which mortgage is recorded in the RMC Office for Greenville County on October 19, 1979 in Book 1484 at Page 942.

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210 W. Earle Street which has the address of \perp

Greenville.

South Carolina 29609 _(herein "Property Address"); (State and Zip Code)

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 seised 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 - 1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)