

FILED
GREENVILLE S.C.
APR 27 11 14 AM '83
DONNIE S. HUNTER
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 22nd day of April, 1983, between the Mortgagor, Anthony H. Waters and Judy S. Waters, (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 Five Thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated April 22, 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, 2013.....;

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.

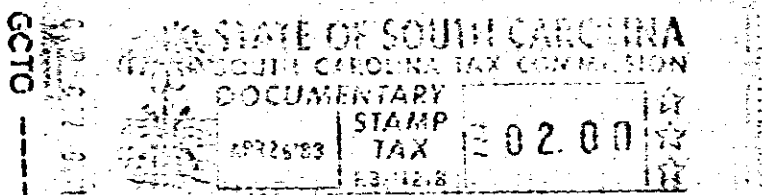
in Oneal Township, containing 3.58 acres, more or less, fronting on the northerly side of Buncombe Road (now S. C. Highway #415) a total distance of 130 feet and having the specific metes and bounds as set forth in a deed from P. O. Copeland to R. H. Waters, recorded in Deed Book 553 at Page 480. Reference is also made to a plat of the subject property entitled, "Property of Anthony H. Waters", prepared by Carolina Surveying Company, dated April 22, 1983, to be recorded herewith.

THIS is the fifth tract described in a deed to the mortgagor from Alvenia Gantt Waters, recorded on October 7, 1982 in Deed Book 1175 at Page 327 in the RMC Office for Greenville County. Reference is also made to a deed from Anthony H. Waters to Judy S. Waters to be recorded of even date herewith.

THIS is a Second Mortgage and is junior in lein to that mortgage executed by Anthony H. Waters to First Federal of South Carolina, recorded in the R.M.C. Office for Greenville County on April 21, in Book 1603, Page 878.

ALSO, an easement for ingress and egress to and from the subject property and S. C. Highway 290 on that adjacent strip of land measuring 30 feet in width and 536 feet in length and designated on the later plat as a "30' private road (gravel)

Mortgagors do hereby covenant and agree that the more recent plat prepared by Carolina Surveying Co., dated April 22, 1983 shall be the controlling survey regarding the legal description of the mortgaged property.



GCTO
3 AP 27 83
076
4.2000

which has the address of Route 8, Greer, S. C. 29651, (City)
(Street)
(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 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.