800x1616 FAGE 397

## **MORTGAGE**

THIS MORTGAGE is made this8th day ofJuly,  19 83 , between the Mortgagor, Samuel L & Linda J Cilli
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 of13,000.00
Dollars, which indebtedness is evidenced by Borrower's note dated <u>July 8th 1983</u> , (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on <del>July 1993</del> ;
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, State of South Carolina.
All that certain piece, parcel, or lot of land, situate, lying and being in Greenville County, SOuth Carolina, being shown and designated as Lot 17 on a Plat of WOODHARBOR, recorded in the RMC Office for Greenville County in Plat Book 5-P, at Page 37, and having, according to said Plat, the following metes and boundes:
BEGINNING at an iron pin on the northeastern side of Woodharbor Drive; joint front corner of Lots 16 and 17, and running thence with the common line of said Lots, N. 39-16 E, 214.8 feet to an iron pin; thence with the rear line of Lot 17, S. 48-38 E, 100.1 feet to an iron pin, joint rear corner of Lots 17 and 18; thence with the common line of said Lots, S. 39 16 W., 211.01 feet to an iron pin on the northeastern side of Woodharbor Drive; thence with said Drive, N. 50-48 W, 100.0 feet to an iron pin, the point of beginning.
This being the same property conveyed to Samuel L & Linda J Cilli by deed of Alan R Green & Mary W Green, dated 5/15/80 and recorded 5/15/80 in the RMC Office for Greenville County in Deed Book 1125 at page 873.
This is a second mortgage and is junior in lien to that mortgage executed by Samuel L & Linda J Cilli to First Federal Savings & Loan of South Carolina which mortgage is recorded in the RMC Office for Greenville County in Book 1503 at page 221 and dated 5/15/80 and recorded 5/15/80.
JATE OF SOUTH CAPOLINA  South caso the tax commission  BOCUMENTARY  STAMP  STAMP  O 5.20  Religio
which has the address of
South Carolina 29687. (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

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)

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