

AUG 1 4 04 PM '83

DONNIE S. HENSLEY R.M.C. **MORTGAGE**

THIS MORTGAGE is made this 1st day of August, 1983, between the Mortgagor, Theodore R. Evans

, (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").

208 WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Seven Thousand Six Hundred Eighteen and 08/100 (\$47,618.08) Dollars, which indebtedness is evidenced by Borrower's note dated 1 August 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 1 August 1998.....;

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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 18 of a subdivision known as River Downs according to plat thereof dated July 17, 1974, recorded in the R.M.C. Office for Greenville County in Plat Book 4-R at Pages 75 and 76 and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Morgan Court, joint front corner of Lots 18 and 19 and running thence with the joint line of said lots, S. 3-41 E. 289.19 feet to an iron pin on the bank of a branch which is the rear property line; running thence along the branch as the line, the chord of which is S. 75-35 W. 260 feet to an iron pin, the joint rear corner of Lot 17 and 18; thence with the joint line of said lots, N. 19-33 E. 387.53 feet to an iron pin on the southern side of Morgan Court, joint front corner of Lots 17 and 18; thence with the southern side of Morgan Court, S. 75-00 E. 36 feet to an iron pin; thence continuing with the southern side of Morgan Court, S. 86-00 E. 56 feet to an iron pin; thence continuing with Morgan Court, N. 84-00 E. 13 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Theodore M. Evans and Carol Ann Peters Evans dated 1 August 1983 and recorded 1 August 1983 in Deed Book 1193 at Page 514-15 in the RMC Office for Greenville County.

This is a second mortgage junior to a first mortgage to South Carolina National Bank.

which has the address of 208 Morgan Court, Greenville, S.C. 29651 (herein "Property Address");
(Street) (City) (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.

80-1518-800

208-5267