

FILED
GREFNV S.C.

SEP 8 2 56 PM '83

DORRIS S. WISLEY
R.M.C.

Post Office Drawer 408
Greenville, SC 29602

300: 1024 074

MORTGAGE

THIS MORTGAGE is made this 8th day of August, 1983, between the Mortgagor, Theresa P. Fritz, (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 Twelve Thousand Two Hundred Five and 92/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 8, 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 August 30, 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 in the County of Greenville, State of South Carolina.

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 127, Section III of Botany Woods, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book RR, Page 37, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to Emil V. Fritz and Theresa P. Fritz by deed of Jack E. Shaw dated September 23, 1968 and recorded in the RMC Office for Greenville County, South Carolina, on September 26, 1968 in Deed Book 853, Page 122, and the same property conveyed to Theresa P. Fritz by deed of Emil V. Fritz dated August 2, 1982 and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1171, Page 392.

The within mortgage is junior in lien to that certain mortgage given to First Federal Savings and Loan Association in the amount of \$30,000.00 recorded September 26, 1969 in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1104, Page 385.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
204.97
SEP 1983

which has the address of 106 Chantilly Drive, Greenville, S. C. 292615

(Street) (City)
(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.

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