

MAR 8 12 44 PM '84

MORTGAGE

THIS MORTGAGE is made this 6th day of March, 1984, between the Mortgagor, F. Kenneth Nodine and Paulette M. Nodine, (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 Forty Two Thousand, Ninety Five Dollars and 84/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 6, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1984.....;

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 in Chick Springs Township, County of Greenville, State of South Carolina, located about 1 1/2 miles South of Greer on the south side of Mockingbird Lane and being shown as Lot No. Thirty Nine (39) on plat made for F. Kenneth Nodine and Paulette M. Nodine by John A. Simmons, surveyor, dated March 3, 1977 and having the following metes and bounds, to wit:

BEGINNING on the south side of Mockingbird Lane at the corner of lot 17 of Teton Forest, Sec. 1 (plat book LLL page 129) and running thence with said lot S. 11-35 E., 41.5 feet to corner of lot no. 16; thence along the line of lots 16 and 15, S. 43-41 W., 230 feet to lot no. 14 on said plat; thence N. 15-51 W., 36.6 feet to the south side of Mockingbird Lane; thence therewith, N. 77-49 E., 284 feet to the beginning corner. Property herein conveyed and made subject to restrictions recorded in deed book 789 page 213 as to Teton Forest, Sec. 1 and the easements and set back lines as shown on plat thereof. This is a part of same conveyed to John H. Greer (J.H.) by deed recorded March 28, 1938 in deed book 202 page 414, see will on file in Apt. 619 File 26, Greenville County Probate Office. See plat book 6-8 page 36.

DERIVATION: This being the same property conveyed to the mortgagor by deed of John H. Greer and recorded in the R.M.C. Office of Greenville County dated March 11, 1977 in Book 1053 Page 900.

THIS is a second mortgage and junior in lien to that mortgage executed by F. Kenneth Nodine and Paulette M. Nodine to First Federal Savings and Loan of South Carolina which mortgage is recorded in the R.M.C. Office of Greenville County in Book No. 1406 Page 649 date 8-10-77

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