

FILED
GREENVILLE CO. S. C.
NOV 6 10 14 AM '79
DONNIE B. BANKERSLEY
R.M.C.

1487-275

MORTGAGE

THIS MORTGAGE is made this 29th day of October, 1979, between the Mortgagor, V. Harlean Smith, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Fifteen Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 29, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 1989.

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, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing 8.56 acres on the southern side of Suber Road and being shown on a plat entitled "Property of V. Harlean Smith", dated August, 1977, made by Dalton and Neves Co., Engineers, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6 E at page 91 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Suber Road at the joint front corner of property herein mortgaged and other property of mortgagor and running thence S. 16-03 E. 627.2 feet to an iron pin; thence running S. 83-23 W. 729.0 feet to an iron pin on the eastern bank of Woodruff Creek, with the center of creek being the property line; the travers of which is as follows: N. 19-51 E. 291.6 feet to an iron pin; N. 8-40 E. 544.7 feet to a nail and cap, center of bridge on Suber Road; thence running along the center of Suber Road, the following courses and distances: S. 73-36 E. 157.1 feet to a nail and cap; thence continuing S. 69-33 E. 233.5 feet to a nail and cap, the point and place of beginning.

This is a portion of the property conveyed to V. Harlean Smith by deed of Vivian J. Burnett, et al, dated April 28, 1973, recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 973, at page 515. See also Deed Book 973, at page 562.

This is a second mortgage, being junior in lien to that mortgage given by V. Harlean Smith to First Federal Savings and Loan Association in the amount of \$55,000.00 dated September 22, 1977 and recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 1411 at page 992 on the 4th day of October, 1977.

which has the address of Route 4, Suber Road Greer,
(Street) (City)
South Carolina 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.

SOUTH CAROLINA — 1 to 4 Family—6 75—FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

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