

RECORDED  
S.C.  
2 34 PM '80  
MERSLEY

FIRST FEDERAL  
P. O. BOX 403  
GREENVILLE, S. C. 29602

BOOK 1510 PAGE 80

# MORTGAGE

THIS MORTGAGE is made this 5th day of August, 1980, between the Mortgagor, Horace E. Clinard II, (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 Six thousand eight hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 5, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Sept. 1, 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 lot of land with the buildings and improvements thereon, situate on the East side of Parkwood Avenue, in the City of Greenville, in Greenville County, South Carolina, being shown as Lot 50, on plat of Northwood, made by Dalton & Neves, Engineers, June, 1939, recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book "J", page 102 and 103 and having, according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the east side of Parkwood Avenue at joint front corner of Lots 50 & 51 and running thence with the line of Lot 51, S71-32E. 198.3 feet to an iron pine; thence S. 9-16W. 66 feet to an iron pin; thence along the rear line of Lots 19, 20, and w/ N. 71-32W 210 feet to an iron pin on the East side of Parkwood Avenue; thence along the East side of Parkwood Avenue, N. 19-30 E. 65 feet to the beginning corner.

This conveyance is made subject to all restrictions, easements, rights-of-way of record, if any, affecting the above described property.

As a part of the consideration herein, the Grantee agrees to assume that certain mortgage to Carolina National Mortgage Investment Co., Inc. recorded in the R.M.C Office for Greenville County, S.C. on May 15, 1978 in Mtg. Book 1432, Page 15 in the original amount of \$26,000.00

This being the same property conveyed to the mortgagor by deed of James R. Marrelli and recored in the R.M.C. Office for Greenville County on May 26, 1980 in deed book 1126 page 336.

This is second mtg. and is junior in lien to that mortgage executed by James R. Marrelli which mortgage is recorded in R.M.C. Office for Greenville County in Book 1432, Page 15 dated May 15, 1978.

which has the address of 10 Parkwood Drive , Greenville, S.C. 29609,  
(Street) (City)  
(State and Zip Code) (herein "Property Address");

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 seized 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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