

FILED
GREENVILLE CO. S.C.

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DOWNING & ANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 15th day of September, 1980, between the Mortgagor, William T. Fraser, Jr., and Ann D. Fraser, (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 Twenty Two Thousand and No/100----- Dollars, which indebtedness is evidenced by Borrower's note dated September 15, 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 October 1, 1995.

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 constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Ben Street, being shown as the major portion of Lot 30, a small portion of Lot 31, and a triangular strip, all of which is shown on a plat of the property of William T. Fraser, Jr., and Ann D. Fraser dated January 1969, prepared by Dalton & Neves, and recorded in Plat Book ZZZ at Page 197 in the RMC Office for Greenville County and described as follows:

Beginning at an iron pin on the northern side of Ben Street at the joint front corner of Lots 29 and 30 and running thence with Lot 29, due north 179 feet to an iron pin; thence N. 57-48 E. 126 feet to an iron pin; thence S. 14-23 W. 69.3 feet to an iron pin; thence due east 9 feet to an iron pin; thence S. 3-38 W. 102.96 feet to an iron pin in the original line dividing Lot 30 and Lot 31; thence with a new line through Lot 31, S. 7-15 W. 76.96 feet to an iron pin on Ben Street; thence with said Street due west 82.2 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Charles M. Timmons dated January 10, 1969, and recorded in the RMC Office for Greenville County on January 14, 1969, in Deed Book 860 at Page 112.

This is a second mortgage and is junior in lien to that mortgage executed to Fidelity Federal Savings and Loan Association recorded in the RMC Office for Greenville County in Mortgage Book 1114 at Page 428, on January 14, 1969.

which has the address of 25 Ben Street Greenville,
(Street) (City)
South Carolina 29601 (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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