

GREENVILLE, S. C.  
OCT 31 10 PM '80  
JANFERSLEY  
M.C.

FIRST FEDERAL  
P. O. BOX 408  
GREENVILLE, S. C. 29602

1523 241

# MORTGAGE

THIS MORTGAGE is made this 31 day of October, 1980, between the Mortgagor, Joseph L. Cole and Evelyn L. Cole, (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 Five Thousand Nine Hundred and Fifty Dollars, which indebtedness is evidenced by Borrower's note dated Oct. 31, 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 Nov. 1, 1987.....;

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 tract of land in the County of Greenville, State of South Carolina, on the easterly side of Buckhorn Road, Being shown and designated as 1.38 Acres and Road on plat entitled "Property of Joseph L. & Evelyn Cole", prepared by C.O. Riddle, RLS, December, 1973, recorded in the RMC Office for Greenville County, S.C., in Plat Book 6 R, at Page 11, and having, according to said plat the following metes and bounds, to wit:

Beginning at a nail and cap in center line of Buckhorn Road at Corner of property herein conveyed and property of Nellie F. Grant, and running thence with the center line of Buckhorn Road, N. 11-53 W. 150 feet to a nail and cap at corner of property of Marion G. Barnett; thence with property of Marion G. Barnett, N. 79.00 E. 401.75 feet to an iron pin; thence S. 11-53 E. 150 Feet to an iron pin in line of property of Nellie F. Grant; thence with the joint line of Nellie F. Grant and property herein conveyed, S. 79-00 W. 401.75 Feet to a nail and cap in the center line of Buckhorn Road, the point of Beginning.

This being the same property conveyed to the Mortgagor by deed of Marion Gibbs Barnett and recorded in the RMC Office for Greenville County on June 22, 1978 in Deed Book 1081 at Page 709.

This is a second mortgage and is Junior in Lien to that mortgage executed by Joseph L. and Evelyn B. Cole which is recorded in RMC Office for Greenville County in Book 1449 at Page 649 on November 8, 1978.

RECORDED IN THE OFFICE OF THE CLERK OF THE COURT  
GREENVILLE, SOUTH CAROLINA  
DOCUMENTARY  
OCT 31 1980  
02 40

which has the address of Rt. 12 Buckhorn Road Greenville,  
(Street) (City)  
South Carolina 29609 (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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