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GRAND JURY S. C.

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# MORTGAGE

DONNE ANNERSLEY  
S.M.C.

THIS MORTGAGE is made this 27 day of February, 1981, between the Mortgagor, John P. Howard, Jr. and Jan Robinson Howard, (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 and Four Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 27, 1981, (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 1, 1986

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 situate, lying and being on the Northern side of Watts Avenue in the City of Greenville, County of Greenville, State of South Carolina, and being known and designated as Lot no 22 on a plat of Parrish-Gover-Martin, recorded in the RMC Office for Greenville County in Plat Book G at page 197 and also being known and designated as the property of John P. Howard, Jr. on a plat made by Carolina Surveying Company dated October 14, 1980 and having, according to said most recent plat, the following metes and bounds to-wit:

Beginning at an iron pin on the Northern side of Watts Avenue at the joint corner of Lots 22 and 21 and running thence North 0-4 East 175 feet to and iron pin at the joint corner of Lots 22 and 13; thence turning and running South 88-58 East 52 feet to an iron pin at the joint corner of Lots 22 and 23, thence turning and running South 0-4 West 175 feet to an iron pin on the Northern side of Watts Avenue; thence turning and running with the Northern side of Watts Avenue North 88-58 West 52 feet to the iron pin at the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Bobbi S. Strausbaugh and recorded in the RMC Office for Greenville County on 10-20-80 in Deed Book 1135 at Page 772. (John P. Howard deeded a one-half interest to Jan Robinson Howard on 10-27-80, recorded in Deed Book 1136, at Page 381.)

This is a second mortgage and is junior in lien to that mortgage executed to John P. Howard, Jr. which mortgage is recorded in RMC Office for Greenville County in Book 1521 at Page 206, on October 20, 1980

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which has the address of 507 Watts Avenue, Greenville, South Carolina 29601,  
(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 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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