

PM '82

DEED ASLEY

FIRST FEDERAL SAVINGS & LOAN ASSN. OF SOUTH CAROLINA

BOOK 1574 PAGE 309

MORTGAGE

THIS MORTGAGE is made this 25th day of June, 1982, between the Mortgagor, Kenneth L. and Marilyn C. Paxton, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 \$6500.00 (Six thousand five hundred and 00/100) Dollars, which indebtedness is evidenced by Borrower's note dated June 25, 1982, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 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 piece, parcel or tract of land lying in the State of South Carolina, County of Greenville, shown as Lots 11, 12, and 13 on plat of Groveland Dell recorded in Plat Book BBB at page 73 and as 3.0 acres on plat of Kenneth L. and Marilyn C. Paxton and having the following courses and distances according to the latter plat which is recorded in Plat Book 6X at page 93.

BEGINNING at an iron pin on Badger Drive and running thence S. 86-36 W. 260 feet to an iron pin; thence N. 48-40 W. 70 feet to an iron pin; thence S. 64-06 W. 45 feet to an iron pin; thence N. 82-12 W 70 feet to an iron pin in creek; thence with Lick Creek the line, N. 19-59 E. 229 and N. 22-00 E. 105 feet to an iron pin on Lick Creek Lane; thence along said Lane, S. 86-39 E. 90 feet to an iron pin; thence N. 88-18 E. 70 feet to an iron pin and S. 89-44 E. 100 feet to an iron pin in curve; thence with the curve S 46-32 E. 36.5 feet to an iron pin on Badger Drive; thence along Badger Drive, S. 03-20 E. 80 feet to an old iron pin and S. 03-24 E. 225 feet to an old iron pin, the point of beginning. This being the same property conveyed to the mortgagor by deed of Elsie N. Wood a/k/a Elsie Wood Harris and recorded in the RMC Office for Greenville County on October 12, 1978 in Deed Book 1089 at page 767.

This is a second mortgage and is Junior in Lien to that mortgage executed by Kenneth L. and Marilyn C. Paxton to Carolina Federal Savings and Loan Association which mortgage is recorded in RMC Office for Greenville County on April 23, 1979 in Book 1463 at page 977.

RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF SOUTH CAROLINA, GREENVILLE COUNTY, DEED BOOK 1574, PAGE 309, JULY 1982

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which has the address of Rt. 3, Badger Drive, Taylors, South Carolina 29687 (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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