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BOOK 1575 PAGE 129

# MORTGAGE

THIS MORTGAGE is made this 16th day of July, 1982, between the Mortgagor, L. Kenneth Dority, Jr. and Kathryn C. Dority, (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 Twelve Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 16, 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 August 1, 1992;

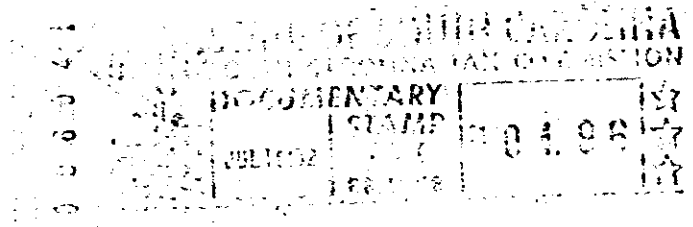
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 situate, lying and being in the County of Greenville, State of South Carolina, on the southern side of Buist Avenue, the northern side of Ashley Avenue, the western side of Townes Street Ext. in the City of Greenville, being shown and designated as Lot 13, Block E on plat of Buist Circle recorded in the R.M.C. Office for Greenville County in Plat Book "C", at Page 10, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwestern corner of the intersection of Buist Avenue and Townes Street Ext. and running thence along the southern side of Buist Avenue N. 80-15 W. 100 feet to an iron pin; thence along the line of Lot 12 S. 9-45 W. 124 feet to an iron pin on the northern side of Ashley Avenue; thence along Ashley Avenue Due East 53 feet to Townes Street Ext.; thence along the western side of Townes Street Ext. N. 32-19 E. 124.5 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by deed of Timothy A. Ballew and Cynthia D. Ballew by deed dated July 16, 1982 and to be recorded herewith.

This is a second mortgage and is junior in lien to that mortgage executed by Timothy A. Ballew and Cynthia D. Ballew to Collateral Investment Company, which mortgage is recorded in the R.M.C. Office for Greenville County on the 17th day of October, 1977 in Mortgage Book 1413 at Page 91.



which has the address of 105 Buist Street Greenville, S.C. 29609 (herein "Property Address");

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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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