

MORTGAGE

THIS MORTGAGE is made this 16th day of July, 1982, between the Mortgagor, Jimmy J. Tharpe, (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 \$3,000.00 (Three Thousand Dollars and No/100's) 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 1st, 1985;

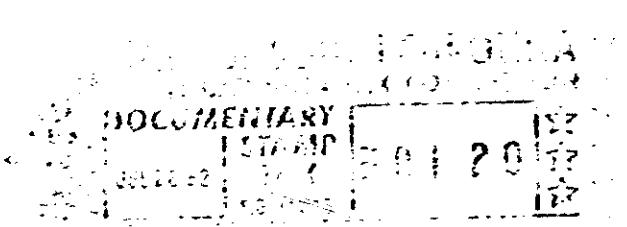
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 the improvements thereon, situate, lying and being on the northeast side of Pinckney Street in the City of Greenville, in Greenville County, State of South Carolina, being known as Lot 21 on Plat of the W. P. McBee Home Place, made by J. M. Southern, Surveyor, May 16, 1902, recorded in the RMC Office for Greenville County, S. C. in Plat Book A at page 83, and having, according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northeast side of Pinckney Street, at joint front corner of Lots 19 and 21, being the corner of property now or formerly of L. M. Briggs, and running thence along the line of Lot 19, N. 39 1/2 E. 146 feet to an iron pin at corner of property now or formerly of Herbert Hammond; thence along the Hammond line N. 33 1/2 W. 52 feet to an iron pin; thence along the line of Lot 23, S. 46-00 W. 161 feet to an iron pin on the northeast side of Pinckney Street; thence along the northeast side of Pinckney Street, S. 59 1/2 E. 64 1/2 feet to the beginning corner.

This being the same property conveyed to the mortgagor by deed of Harold William Payne and Bonnie P. Payne and recorded in the RMC Office for Greenville County on 5-27-80 in Deed Book 1126 at Page 480.

This is a second mortgage and is Junior in Lien to that mortgage executed by Jimmy J. Tharpe which mortgage is recorded in RMC Office for Greenville County on 9-30-80 in Book 1518 at Page 257.



which has the address of 30 Pinckney Street, Greenville, South Carolina 29602 (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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