11 PH 182

RSLEY

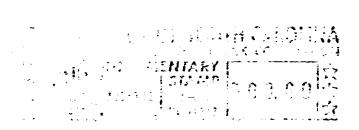
úũ,

## **MORTGAGE**

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 lot of land lying, being and situate on the South side of Carolina Avenue, and on the West side of Parker Street, in the City of Greer, Chick Springs Township, County and State aforesaid, being all of Lot No. Twenty-five (25) of Development No. 2 of Victor-Monoghan Co., Division of J. P. Stevens & Co., Greer Plant, according to survey by Dalton & Neves, Engineers, dated April, 1947 and recorded in Plat Book "P", page 119 in the R. M. C. Office for said County. This is the same property conveyed to mortgagors herein by David H. Spearman by deed recorded in the said office on August 23, 1976 in Deed Book 1041, page 612. For a more particular description see the aforesaid plat.

This is a second mortgage over the above described property. Mortgagee herein has the first mortgage which was given to it by Clarence Robert Brown and Constance Dianne Brown in the sum of \$16,000.00 and which mortgage has been recorded in the said office on August 23, 1976 in R. E. Mtg. Book 1376, page 19.



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 casements, 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, casements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

7328 RV.Z

**O**CC

The second second