

REC'D
CO. S. C.

NOV 12 11 10 AM '82

MORTGAGE

BOOK 1586 PAGE 40

DONNE TANNERSLEY
R.M.C.

THIS MORTGAGE is made this Fourth (4th) day of November 1982, between the Mortgagor, Randall S. Laird and Eula J. Laird (formerly Joann J. Paxton) (herein "Borrower"), and the Mortgagee, SOUTHERN DISCOUNT COMPANY, INC., a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is Mauldin Square, Mauldin, S. C. 29662 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWELVE THOUSAND FIVE HUNDRED FOUR & 27/100 (12,504.27) Dollars, which indebtedness is evidenced by Borrower's note dated November 4, 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 November 10, 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 certain piece, parcel or lot of land with all improvements thereon, lying and being and situate in the County of Greenville, State of South Carolina, Fairview Township, near the Town of Simpsonville, and shown as Lot No. 53 on a Plat No. 5 of West Georgia Heights, recorded in the RMC Office for Greenville County, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Seminole Drive at the joint front corner of Lots Nos. 53 and 37 and running thence along the southern side of Seminole Drive, S. 89-47 E., 200 feet to an iron pin; thence S. 0-13 W., 200 feet to an iron pin; thence N. 89-22 W., 200 feet to an iron pin at the joint rear corner of Lots Nos. 53 and 37; thence with the joint line of said lots, N. 0-13 E., 200 feet to an iron pin at the point of BEGINNING.

This being the same property conveyed to Joann J. Paxton, (now Eula J. Laird), by Deed of Douglas J. Paxton, dated November 26, 1971, and recorded in the RMC Office for Greenville County in Deed Book 931 at Page 260.

This mortgage is junior in lien to that mortgage given by the mortgagor Joann J. Paxton (now Eula J. Laird), to United Federal Savings & Loan Association of Fountain Inn, dated December 6, 1980, in the original amount of \$9,800.00, recorded in the RMC Office for Greenville County in Mortgage Book 1527 at Page 268, and having a current balance due thereon of \$8,328.46.

5870
11-16-82
702
This conveyance is subject to the following conditions subsequent. In the event the Grantee, Joann J. Paxton, remarries, said property is to be sold and divided - one-half (1/2) to the Grantor and one-half (1/2) to the Grantee with the one-half (1/2) being determined by the difference between the mortgage balance September 1, 1971 and selling price if it shall be less than \$20,000.00 and in excess of \$20,000.00, the Grantor shall receive \$5,000.00 only.

which has the address of 78 Seminole Drive Simpsonville
(Street) (City)
S.C. 29681 (herein "Property Address");
(State and Zip Code)

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 steck, 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.

5
0
0
0

4328 RV-2