

50 S.C. First Federal of South Carolina  
Post Office Box 408  
Greenville, South Carolina 29602  
DEC 16 12 45 PM '82  
DONALD W. EARLE ASLEY

BOOK 1589 PAGE 188

## MORTGAGE

THIS MORTGAGE is made this 16th day of December, 1982, between the Mortgagor, William H. Earle, Jr. and Sharon Joan Earle, (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 \$5000.00 (Five thousand and 00/100) Dollars, which indebtedness is evidenced by Borrower's note dated December 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 January 1, 1988.....;

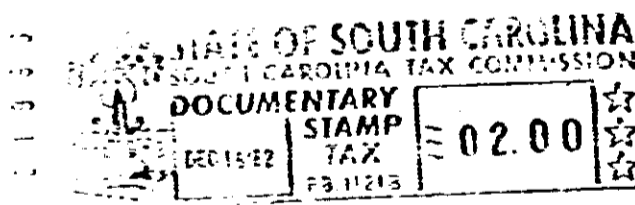
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 5, Westminster Drive, on plat of Roy E. Cobb, Jr., prepared by R. B. Bruce, RLS dated April 2, 1968 and recorded in the RMC Office for Greenville County in Plat Book XXX at Page 115, and being described more particularly, according to said plat, and a more recent plat for William H. Earle, Jr. and Sharon Joan Earle, by Carolina Surveying Company, to-wit:

BEGINNING at a point on Westminster Drive at the joint front corner of Lots No. 5 and 6 and running thence with the line of said lots N. 22-0 E. 175.0 feet to the joint rear corner of said lots; thence S. 58-19 E. 51.5 feet to the joint rear corner of Lots No. 5 and 4; thence running along the common line of said lots S. 22-0 W. 177.0 feet to the joint front corner of said lots; thence N. 56-15 W. 51.5 feet to the corner of Lot No. 5 on Westminster Drive, the point of beginning.

This being the same property conveyed to the mortgagor by deed of William Holt Earle and recorded in the RMC Office for Greenville County on November 14, 1979 in Deed Book 1115 at Page 603.

This is a second mortgage and is Junior in Lien to that mortgage executed by William H. Earle, Jr. and Sharon Joan Earle to First Federal Savings and Loan Association which mortgage is recorded in the RMC Office for Greenville County on November 14, 1979 in Book 1488 at Page 243. Subsequently assigned to South Carolina State Housing Authority in Book 1488 at page 246.



which has the address of 113 Westminster Drive Greenville,  
(Street) (City)

South Carolina 29605 (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 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.

SOUTH CAROLINA — 1 to 4 Family—6-75—FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

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4328-11-20

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