

FILED
GREENVILLE CO. S. C.

BOOK 1593 PAGE 539

FEB 1 11 25 AM '83
DONNIE T. TANKERSLEY
R.M.C.

First Federal of South Carolina
Post Office Box 408
Greenville, South Carolina 29602

MORTGAGE

THIS MORTGAGE is made this 28th day of January, 1983, between the Mortgagor, Smith & Steele Builders, Inc.

, (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 100,344.16 (One hundred thousand three hundred forty-four and 16/100) Dollars, which indebtedness is evidenced by Borrower's note dated January 28, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 29, 1983.....;

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 Part Lot 6 and Part Lot 6 as shown on Plat entitled "Property of Tremarco Corporation" dated August 1956, prepared by Dalton and Neves, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book FF, Page 469, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northwest interstion of Laurens Road and Jervey Avenue and running thence with the Northerly side of Laurens Road, N. 55-45 W. 133.65 feet to an iron pin at the joint corner of Lots Nos. 4 and 5; thence with the joint line of said Lots N. 32-03 E. 105 feet to an iron pin; thence S. 55-41 E. 131 feet to an iron pin on the Westerly side of Jervey Avenue; thence with the Westerly side of said Avenue, S. 30-35 W. 105 feet to the Northwest intersection of the Laurens Road and Jervey Avenue, the beginning corner, LESS, HOWEVER, that portion of the property conveyed to the South Carolina Highway Department of Right-of-Way Easement dated January 4, 1961 to-wit:

Commencing at the intersection of the Northerly line of U.S. Highway 276 (Laurens Road) and the westerly line of Jervey Avenue, and running thence N. 55-45 W. along the Northerly line of U.S. Highway 276 (Laurens Road) a distance of 18 feet to a point; thence N. 77-25 E. a distance of 24.62 feet to a point on the Westerly line of Jervey Avenue; thence S. 30-35 W. along the Westerly line of Jervey Avenue, a distance of 18 feet to the point of beginning.

The above described property is the same property conveyed to Smith & Steele Builders, Inc., by deed of Gulf Oil Corporation recorded in the RMC Office * which has the address of 1411 Laurens Road, Greenville, South Carolina 29607

(Street) (City)

(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) on April 6, 1981, in Deed Book 1145, Page 734.

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