

GREENVILLE FILED
JUN 23 11 30 AM '83
DONNIE R. H.C. ASLEY

BOOK 1612 PAGE 755

MORTGAGE

THIS MORTGAGE is made this 2nd day of May, 1983, between the Mortgagor, Barton R. and Riki N. Swalm, (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 73,416.09 (Seventy-three thousand four hundred sixteen and 09/100-----) Dollars, which indebtedness is evidenced by Borrower's note dated May 2, 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 October 31, 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, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying and being on the southwesterly side of Meadow Creek Court, near the city of Greenville, SC, being known and designated as Lot no. 161 on plat entitled "Map No. 4, Section I, Sugar Creek" as recorded in the RMC Office for Greenville County, SC in Plat Book 50, Page 72, and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the southwesterly side of Meadow Creek Court, said pin being the joint front corner of Lots 160 and 161 and running thence with the common line of said lots S. 85-27-10 W. 112.51 feet to an iron pin, the joint rear corner of lots 160 and 161; thence S. 18-46-31 E. 200.06 feet to an iron pin, the joint rear corner of lots 136 and 161; thence N. 77-52-44 E. 20.99 feet to an iron pin, the joint rear corner of lots 161 and 162; thence with the common line of said lots N. 21-16-53 E. 162.37 feet to an iron pin on the southwesterly side of Meadow Creek Court; thence with the southwesterly side of Meadow Creek Court on a curve, the chord of which is N 36-37-59 W 53.12 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagor by deed of Cothran & Darby Builders, Inc. and recorded in the RMC Office for Greenville County on February 21, 1978 in Deed Book 1073 at Page 980.

This is a second mortgage and is Junior in Lien to that mortgage executed by Barton R. and Riki N. Swalm to First Federal which mortgage is recorded in the RMC Office for Greenville County on February 21, 1978 in Book 1423 at Page 935.

SEE ATTACHED SCHEDULE A FOR ADDITIONAL COLLATERAL.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
29.40

which has the address of 106 Meadow Creek (Street) Greer (City)

South Carolina 29651 (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 seized 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.

100 3 45011A01
400 3 40201A01

975

4328-1162