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# MORTGAGE

DONNIE R. H.C. LEY

THIS MORTGAGE is made this 29th day of June, 1983, between the Mortgagor, Daniel J. Moore and Penny J. Moore

, (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 Thirteen Thousand Dollars, which indebtedness is evidenced by Borrower's note dated June 29, 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 June 30, 1993;

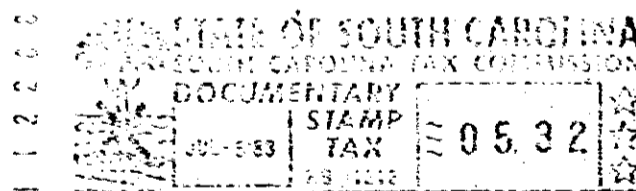
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the State of South Carolina, County of Greenville, Town of Simpsonville, shown and designated as Lot 141 on plat of Brentwood, Section IV, recorded in the RMC Office for Greenville County in Plat Book 5D at page 43 having according to said plat, the following metes and bounds, to-wit;

BEGINNING at an iron pin on the southern side of Brentwood Way, joint front corner of Lots #140 and #141 and running thence S. 2-13 E., 168.3 feet to an iron pin in or near a creek; thence running with the meanders of said creek, N. 68-42 W., 34 feet to an iron pin; thence continuing with said creek, S. 72-02 W., 77.24 feet to an iron pin; thence turning and running along the common line of lots #141 and #142, N. 14-00 W., 172.10 feet to an iron pin on Brentwood Way; thence with said Brentwood Way, N. 84-48 E., 140.72 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of George O'Shields Builders Inc., on July 27, 1979 and recorded in the RMC Office for Greenville County on July 27, 1979 in Book 1108 at Page 11.

This is a second mortgage and junior in lein to that mortgage executed by Daniel J. and Penny J. Moore in favor of First Federal Savings and Loan Association of South Carolina in the original amount of \$33,950.00 on July 27, 1979 and recorded in the RMC Office for Greenville County on July 27, 1979 in Book 1474 at page 954



which has the address of 1102 Brentwood Way Simpsonville, South Carolina 29681 (herein "Property Address");

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.

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