

FILED  
GREENVILLE S.C.  
JUL 21 4 31 PM '83

# MORTGAGE

THIS MORTGAGE is made this 19th day of July, 1983, between the Mortgagor, Lucille Y. Spivey

(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 Five Thousand Three Hundred Fifty and 29/100 Dollars, which indebtedness is evidenced by Borrower's note dated 7/19/83 (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 30, 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, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, being known and designated as Lot No. 61 of a subdivision known as Orchard Acres, Section III, as shown on plat thereof prepared by J. Mac Richardson, Surveyor, May, 1960 and recorded in the R. M. C. Office for Greenville County in Plat Book QQ, Page 143, and having, according to said plat, the following metes and bounds to wit:

BEGINNING at an iron pin on the eastern edge of Fairhaven Drive, joint front corner of Lots 60 and 61, and running thence along the joint line of said lots, N. 89-07 E. 185.7 feet to an iron pin on the line of Lot No. 219; thence along the line of that lot, N. 0-38 W. 136.8 feet to an iron pin on the southern edge of Hartsville Street, thence along the southern edge of Hartsville Street, S. 86-39 W. 147 feet to an iron pin; thence following the curvature of Hartsville Street as it intersects with Fairhaven Drive, the chord of which is S. 46-02 W. 36.5 feet to an iron pin on the eastern edge of Fairhaven Drive; thence along the eastern edge of Fairhaven Drive, S. 5-26 W. 106.8 feet to the beginning corner; being the same conveyed to the mortgagor, Lucille Y. Spivey, by deed of James A. Cooper and Betty V. Cooper, dated December 6, 1962 recorded December 7, 1962 in Deed Book 712 at page 207, in the R. M. C. Office for Greenville County.

This is a second mortgage and is junior in lien to that mortgage given by Lucille Y. Spivey to First Federal Savings and Loan Association dated December 6, 1962, recorded December 7, 1962 in the R. M. C. Office for Greenville County in Vol. 907 at Page 436.

which has the address of 304 Fairhaven Drive, Taylors, South Carolina 29687,  
(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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