

GREENVILLE

August 3, 1983

15,738.78

MORTGAGE

THIS MORTGAGE is made this 3rd day of August 19 83, between the Mortgagor, Stephen Randall Mullinax and Janet Waldrop Mullinax, (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 Fifteen Thousand Seven Hundred Twenty Three & 78/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 3, 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 August, 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, with all improvements thereon, or hereafter constructed, situate, lying and being in the State of South Carolina, County of Greenville, being located on the East side of Highway 139 Greer-Pelham Road, about two and one-half miles South of Greer, SC and shown as Lot 9 on a subdivision for Pet Nona Rogers Estate on plat prepared by W. N. Willis, Engineers, dated December 10, 1975 and recorded in the R.M.C. Office for Greenville County in Plat Book 5-J at page 85 and containing five and five-hundredths (5.05) acres, and having the following metes and bounds to-wit:

BEGINNING at a point in SC Highway 139 (Greer-Pelham Road), corner between Lots 8 and 9 on said plat; thence along line between said Lots 8 and 9 N. 70-41 E. 622.5 feet to iron pin on line of Lot 7; thence along line of Lots 7 and 6, S. 15-53 E. 350 feet to iron pin, corner of Lot 10; thence along line between Lots 9 and 10, S. 74-02 W. 693.7 feet to point in S. C. Highway 139; thence along said Highway N. 17-40 W. 74 feet; thence N. 1-25 E. 251 feet to point of beginning.

SEE Deed of Mack D. Rogers and Sue N. Rogers to Stephen Randall Mullinax and Janet Waldrop Mullinax, recorded in the R.M.C. Office for Greenville County in Book 1069, page 10, on November 23, 1977.

THIS is a Second Mortgage and is junior in lien to none.

which has the address of Route 6 Greer, South Carolina 29631 (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.

SOUTH CAROLINA —

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