

FILED  
CREED  
Aug 7 3 19 1983  
S.C.

30. 1322-035

## MORTGAGE

THIS MORTGAGE is made this 12th day of August 1983, between the Mortgagor, Kathryn A. Schwaemmle (formerly Kathryn S. Lawley), therein "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 (therein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of twelve thousand two hundred three and 92/100 ----- Dollars, which indebtedness is evidenced by Borrower's note dated August 12, 1983 (therein "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 (therein "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 Lot N. 20, Canebroke Subdivision, Section I, as shown on plat thereof prepared by Enwright, dated August 18, 1975, which plat is of record in the RMC Office for Greenville County, South Carolina, in Plat Book 5-D, at Pages 95 and 96, reference to which is hereby craved for a metes and bounds description.

This deed is made subject to any restrictions, easements, and rights-of-way that may appear of record and/or on the recorded plat and/or on the premises.

This being the same property conveyed to Kathryn A. Schwaemmle (formerly Kathryn S. Lawley) by deed of William R. Lawley III, dated 4-8-82, and recorded 4/13/82 in the RMC Office for Greenville County in Deed Book 1165 at page 287.

This is a second mortgage and is junior in lien to that mortgage originally executed by George L. Kitchens Jr. to NCNB and assumed as recorded in the RMC Office for Greenville County in Book 1390 at page 779 and dated 3/2/77 and recorded 3/2/77 and re-recorded in Book 1393 at page 738.

which has the address of 133 Canebroke Drive Greer South Carolina 29651 (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 —

30. 1322-035

30. 1322-035