

GREENVILLE, S.C.
FILED
SEP 9 11 40 AM '83
DONNIE R.M. WEAVER

803 1624 811

MORTGAGE

THIS MORTGAGE is made this 1st day of September 1983, between the Mortgagor, Eugene Weiser and Mae Weiser (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 12,575.00 which indebtedness is evidenced by Borrower's note dated September 1, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on September 15, 1993;

TO SECURE to Lender 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, 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 located in the County of Greenville, State of South Carolina, lying and being on the eastern side of Charter House Avenue, and being known and designated as Lot 162 according to a plat entitled "Chesterfield Estates, Section 1" by Heaner Engineering Co., Inc. dated February 26, 1974, and recorded in the RMC Office for Greenville County in Plat Book 5D, Page 51, and being more particularly described according to a more recent plat entitled "Property of Richard C. Lusk and Delores C. Lusk", said plat being dated June 6, 1975.

DERIVATION: This being the same property conveyed to Mortgagors herein by deed of Richard C. Lusk and Delores C. Lusk as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1196, Page 41, on September 9, 1983.

This mortgage is junior and second in lien to that certain note and mortgage given to North Carolina National Bank, said mortgage being recorded in the RMC Office for Greenville County, South Carolina in Mortgage Book 1341, Page 672, on June 13, 1975.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
DEED BOOK 1196, PAGE 41
SEP 11 1983
STAMP TAX \$0804

which has the address of Route 3, Box 677, Piedmont, SC 29673
[Street] [City]
South Carolina (herein "Property Address");
[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 and rents, all of which 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 hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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