

SEP 21 11 30 AM '75

First Federal of S. C.
P. O. Box 408
Greenville, S. C. 29602

BOOK 1626 PAGE 710

MORTGAGE

THIS MORTGAGE is made this 16th day of September, 1983, between the Mortgagor, Mark S. Hendley and Anne H. Hendley, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Twelve Thousand Four Hundred Twenty One and 03/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 30, 1988, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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 hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 106 of a subdivision known as Wade Hampton Gardens, Section III, according to a plat thereof prepared by Piedmont Engineers and Architects, dated March 25, 1964 and recorded in the R. M. C. Office for Greenville County in Plat Book YY at page 179 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Balfer Drive at the joint front corner of Lots Nos. 106 and 107 and running thence with the joint line of said Lots, S 86-39 E 152.3 feet to an iron pin at the joint rear corner of Lots Nos. 106 and 107, in the line of Lot 108; thence running with the line of Lot 108, S 7-35 E 50 feet to an iron pin at the corner of Lots 112 and 108; thence with the line of Lots 112 and 113, S 17-30 W 85 feet to the joint rear corner of Lots Nos. 105 and 106; thence with the joint line of said Lots, N 72-28 W 156.4 feet to an iron pin on the eastern side of Balfer Drive at the joint front corner of Lots 105 and 106; running thence with the eastern side of Balfer Drive, following the curvatures thereof, the chords of which are as follows: N 18-11 E 44.3 feet and N 3-39 E 49.6 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Conrad M. Shook and Jo Ann B. Shook, dated December 15, 1975, recorded December 16, 1975 in Deed Book 1028 at page 794.

This is a second mortgage to that mortgage given by Mark S. Hendley and Anne H. Hendley to First Federal Savings and Loan Association, dated December 15, 1975 recorded December 16, 1975 in the R.M.C. Office for Greenville County in Vol. 1356 at Page 46, re-recorded January 30, 1976 in Vol 1359 at page 288.

STATE OF SOUTH CAROLINA
RECORDATION COMMISSION
PERMANENT
STAMP
TAX \$ 05.00
SEP 21 1983

which has the address of 248 Balfer Drive, Greenville, South Carolina,
(Street) (City)
(herein "Property Address");
(State and 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, 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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