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## **MORTGAGE**

THIS MORTGAGE is made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_ Same as Henry W. Cumby 19\_\_\_\_\_\_, between the Mortgagor, \_\_\_\_\_\_, (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 Seven thousand, five hundred Ninty-Eight Dollars and no/100 (7,598 1991) ars, which indebtedness is evidenced by Borrower's note dated September 29, 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 9-30-89

ALL that piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the southwestern side of Pinefield Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 150 on a Plat of property of South Forest Estates, made by Pickell & Pickell, dated August 29, 1955, recorded in the RMC Office for Greenville County, S.C. in Plat Book GG at Page 181, reference to which plat is hereby craved for the metes and bounds thereof.

This being the same property conveyed to the mortgagor herein by deed of W. Roy Ellison and Leona P. Ellison and recorded in the RMC Office for Greenville County on 4-6-76, in Deed Book 1034 at Page 226 and being dated 4-5-76.

This is a second mortgage and is junior in lien to that mortgage executed to Doris M. Cumby and Henry Ward Cumby, which mortgage is recorded in the RMC Office for Greenville County in Book 1364 at page 239 on 4-6-76.

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which has the address of 5 Pinefield Drive, Greenville, South Carolina 29605 (Street)

(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 seised 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 - 1 to 4 Family -6 '75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para 24)