

FILED  
GREENVILLE S.C.  
OCT 7 11 48 AM '83  
DONNIE R. L. LEY

BOOK 1529 PAGE 646

# MORTGAGE

THIS MORTGAGE is made this 3rd day of October, 1983, between the Mortgagor, Charles J. Zellner, IV and Janice B. Zellner, (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 Seventeen Thousand Seven Hundred Thirty-six and 12/100 \* \* \* \* Dollars, which indebtedness is evidenced by Borrower's note dated October 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 Oct. 1993.....;

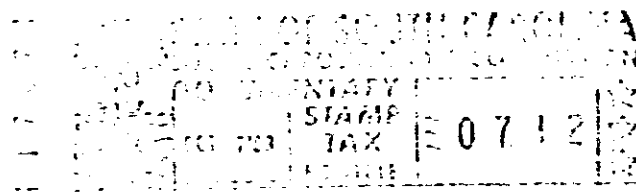
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the State of South Carolina, County of Greenville, on the southern side of Forestwood Drive, shown as Lot No. 16 on a Plat of Broadleaf Forest, recorded in the RMC office for Greenville County in Plat Book MM at Page 64 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Forestwood Drive at the joint front corner of Lots No. 15 and 16 and running thence along the line of Lot No. 15 S. 12-00 E., 140.6 feet to an iron pin; thence S. 81.10 W. 80.2 feet to an iron pin at the corner of lot no. 17, thence along the line of lot no. 17 S. 12-00 E. 136.3 feet to an iron pin on the southern side of Forestwood Drive; thence along Forestwood Drive N. 78-00 E. 80 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Robert C. Burdick, Jr. and Cathleen J. Burdick and recorded in the RMC Office for Greenville County on May 31, 1979 in Deed Book 1103 at Page 757.

This is a second mortgage and is junior in lien to that mortgage executed by Janice B. and Charles J. Zellner, IV to First Federal which mortgage is recorded in the RMC Office for Greenville County on May 31, 1979 in Book 1468 at Page 451.



which has the address of 12 Forestwood Drive Taylors,  
(Street) (City)  
South Carolina 29687 (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.

1529  
646

1529  
646