

FILED
GREENVILLE S.C.
1983 NOV 17 4 53 PM '83

MORTGAGE

02-3193513

THIS MORTGAGE is made this 4th day of November, 1983, between the Mortgagor, Carl W. Woody and Maxine H. Woody

(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 SIX THOUSAND & 00/100ths (6,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated 11-04-83, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Nov 30, 1983

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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being a one acre parcel on plat by E. E. Gary, R.L.S., dated April 19, 1948, and being more particularly described as follows:

Begin at a point near the center of Babtown Road at the joint corner of property now or formerly owned by Ed Chapman, thence with the Chapman line S 77 1/2 W 3.16 chains to an iron pin in the line of property now or formerly owned by K. H. McCarter; thence with the McCarter line N 9 1/2 W 3.16 chains to an iron pin; thence N 77 1/2 E 3.16 chains to a point near the center of Babtown Road, center line of road being S 9 1/2 E 3.16 chains to point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Jimmy Lewis Weathers and Thelma Weathers, and recorded in the RMC Office for Greenville County, on 06-09-76, in Deed Book 1037, and page 654.

This is a second mortgage and is junior in lien to that mortgage executed by Carl W. Woody and Maxine H. Woody, in favor of United Federal Savings and Loan, which mortgage is recorded in the RMC Office for Greenville County, in Book 1369, page 678.

which has the address of Rt 3 Box 218 Fountain Inn
SC 29644 (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.

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