

FILED
GREENVILLE CO. S. C.

VOL 1637 PAGE 443

1983 SEP 13

MORTGAGE

010-320591-2

THIS MORTGAGE is made this 25th day of October, 1983, between the Mortgagor, James Lewis and Teresa T. Futrell

, (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 Three hundred eleven and 58/100 (\$6,311.58) Dollars, which indebtedness is evidenced by Borrower's note dated October 25, 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 October 31, 1986.

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.

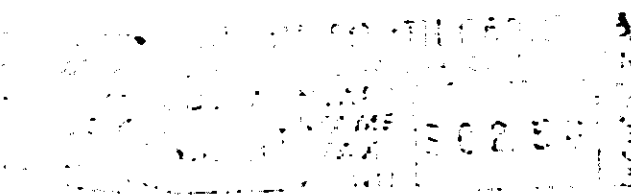
ALL that certain piece, parcel, or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 35, Coleman Heights Subdivision, according to a plat prepared of said subdivision by Terry T. Dill, Surveyor, May 24, 1956, and which said plat is recorded in the RMC Office for Greenville County, South Carolina, at Plat Book KK, at Page 29, and according to a more recent survey of said lot prepared by Carolina Surveying Company, April 13, 1979, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of West Drive, joint front corner with Lot 34 and running thence with the common line with said Lot S. 74-20 W. 170.4 feet to point on the edge of a twenty foot alley; thence running with the edge of said alley, N. 38-26 W. 131.6 feet to a point on the edge of said alley, joint rear corner with Lot 36; thence running with the edge of said lot, N. 69-57 E. 218.3 feet to a point on the edge of West Drive; thence running with the edge of said Drive, S. 17-10 E. 138.1 feet to a point on the edge of said Drive, the point of Beginning.

This being the same property conveyed to the mortgagor by deed of Brown Enterprises of S. C., Inc. and recorded in the RMC Office for Greenville County on November 1, 1979 in Deed Book 1114 at Page 797.

This is a second mortgage and is Junior in Lien to that mortgage executed by James Lewis Futrell and Teresa T. Futrell, which mortgage is recorded in RMC Office for Greenville County on 11/01/79 in Book 1486 at Page 723.

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which has the address of Rt. 4, Box 426, West Drive Travelers Rest
South Carolina 29690
(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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