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S.C.

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DONNIE S. WALKERSLEY  
R.M.C.

**MORTGAGE**

THIS MORTGAGE is made this 24th day of February, 1984, between the Mortgagor, Georgia S. Cox, now Georgia Neill, (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 Twelve Thousand eighty three and 92/100s Dollars, which indebtedness is evidenced by Borrower's note dated February 24, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 28, 1994.....;

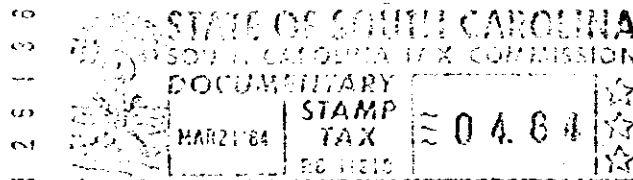
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, in Gantt Township, on the western side of Fleetwood Drive, being shown and designated as Lot 42 on a Plat of Magnolia Acres, prepared by Piedmont Engineering Service, dated February, 1955, recorded in the RMC Office for Greenville County, S.C. in Plat Book "GG", at Page 133, and having according to said Plat, the following metes and bounds, to wit:

*80* BEGINNING at an iron pin on the western side of Fleetwood Drive at the joint front corner of Lots 42 and 43, which pin is 432 feet north of the intersection of said Drive with Cool Brook Drive, and running thence with the line of Lot 43 N. 79-51 W. 178.9 feet to an iron pin in line of Lot 50; thence with line of said Lot, N.00-15E. 91.1 feet to an iron pin at the joint rear corner of Lots 41 and 42; thence with the common line of said Lots S. 79-51 E. 195 feet to an iron pin on the western side of Fleetwood Drive; thence with the western side of said Drive S. 10-09 W. 90 feet to the beginning corner.

THIS is the same property conveyed to the mortgagor by deed of Venna G. Howard dated 06-26-76, recorded 06-26-76 in the RMC Office for Greenville County in deed book 1361, at page 13.

THIS is a second mortgage and is junior in lien to that mortgage given by the mortgagor to First Federal Savings & Loan of S.C., dated 06-26-76, recorded 06-26-76 in book 1360, page 995.

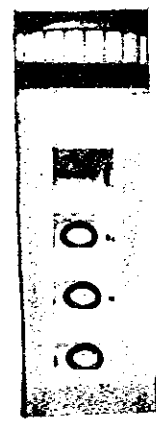


loan# 020 319281-2

which has the address of Lot 42, 18 Fleetwood Drive Greenville, S.C.,  
(Street) (City)  
29605 (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 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.



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