

FILED
GREENVILLE CO. S. C.

MAY 15 9 05 PM '84

MORTGAGE 53 331 469-8

R.M.C.
THIS MORTGAGE is made this 11th day of May, 1984, between the Mortgagor, Charlie C. Smith and Martha S. Burrell, (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 Fifteen thousand eighty five dollars & 04/100 (15085.04) Dollars, which indebtedness is evidenced by Borrower's note dated May 11, 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 May 11, 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 in Greenville County, State of South Carolina, being shown and designated as Property of Willie Layton Lindsey, on plat prepared by R. B. Bruce, RLS, 27 October, 1967, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Hillcrest Drive at the corner of Elsie B. Dill property, and running thence with the easterly side of Hillcrest Drive N. 3-22 E. 161.4 feet to an iron pin: Running thence S. 78-17 E. 200 feet to iron pin: Running thence as rear line, S. 10-48W. 214.1 feet to iron pin: Running thence N. 62-24 W. 200 feet to iron pin and point of beginning.

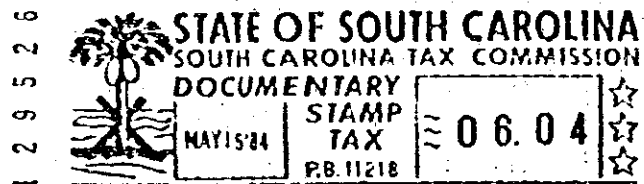
This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances easements and rights-of-way appearing on the property and/or of record.

This being the same property conveyed to grantors recorded in Deed Book 898, Page 232 in the R.M. C. Office for Greenville County, on September 14, 1970 by deed of Willie Layton Lindsey.

This is a Second mortgage and junior in lien to that mortgage executed by Charlie C. Smith and Martha C. Burrell to Family Federal Which mortgage is recorded in RMC office of Greenville County Book no. page 1405 dated 223

CGCTO

MAY 15 1984
098



which has the address of 208 Hillcrest Drive Greer, (Street) (City)

South Carolina 29651 (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.

0764

4328-172