

MORTGAGE

THIS MORTGAGE is made this 10th day of July, 1984, between the Mortgagor, H. J. Martin and Joe O. Charping, (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 Ten and No/100 (\$10.00) Dollars, plus note of mortgage evidenced by Borrower's note dated October 29, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on in accordance with terms of note dated October 29, 1980.

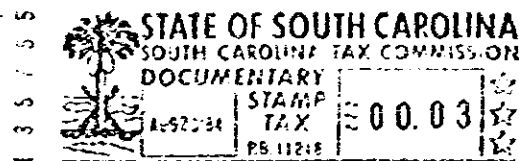
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 situate, lying and being in the State of South Carolina, County of Greenville, being shown on a plat of Bay Construction Company prepared by Freeland and Associates dated 6/5/84 being a portion of land 115.40 feet in width along the front, 16.25 feet in depth on the western side, 16.21 feet on the eastern side and 115.45 feet in depth along the rear and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the rear corner of Lots 5 and 6 and running thence N. 69-47 E., 115.45 feet to an iron pin; thence running S. 20-19 E., 16.21 feet to an iron pin; thence running S. 69-46 W., 115.40 feet to an iron pin; thence running N. 20-28 W., 16.25 feet to an iron pin, being the point of beginning. See Plat Book 10-U, Page 87.

This is part of the same property conveyed to the grantor by deed of Bay Construction Company, a Partnership, recorded simultaneously herewith.

In the event the mortgagors default on that certain mortgage previously executed by the mortgagors to the mortgagee recorded in the R.M.C. Office for Greenville County in R. E. Mortgage Book 1152, Page 559 on July 29, 1981, the mortgagors shall also be in default under the terms of this mortgage.



which has the address of Buckingham Way Greenville, South Carolina (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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RECORD

REC-3287