

MORTGAGE

THIS MORTGAGE is made this 23rd day of October, 1984, between the Mortgagor, BENJAMIN V. LEMMONS AND JUDY C. LEMMONS, (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 Fourteen thousand five hundred eighty-three (\$14,583.38) & 38/100ths Dollars, which indebtedness is evidenced by Borrower's note dated October 23, 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 October 31, 1994.....;

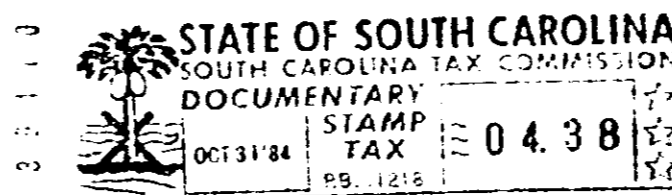
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, known and designated as Lot No. 3, FERNCREEK SUBDIVISION, on plat thereof prepared by Dalton & Neves Co., Engineers, dated November, 1973, and recorded in the RMC Office for Greenville County, S. C., in Plat Book 5-D, at Page 28, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the southeastern side of Ferncrest Drive, joint front corner of Lots No.s 2 and 3, and running thence with the line of said lots, S 36-15 E., 317.7 feet to a point in the center of a creek, with the creek being the rear line, the traverse of which is as follows: N 25-10 E., 86.6 feet to an iron pin; N. 25-17 E., 86.5 feet to an iron pin, and N. 70-17 E. 52 feet to an iron pin, joint rear corner of Lots Nos. 3 and 4; thence with the line of said lots, N. 39-43 W., 297.3 feet to an iron pin in the southeastern side of Ferncrest Drive; thence with said Drive, S. 39-20 W., 190 feet to an iron pin, point and place of beginning.

Being the same property conveyed to mortgagors by deed of WM. E. Smith Ltd., dated August 5, 1977 and recorded in the RMC Office for Greenville County on August 5, 1977 in Deed Book 1061 at Page 932.

This mortgage is junior in lien to the mortgage of Benjamin V. Lemmons and Judy C. Lemmons given in favor of First Federal Savings and Loan Association of South Carolina, dated August 5, 1977 and recorded in the RMC Office for Greenville County on August 5, 1977 in Book 1406 at Page 203.



which has the address of Route 4, Ferncrest Drive Greenville,
(Street) (City)
South Carolina 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.