

Oct 31 4 27 PM '84

MORTGAGE

THIS MORTGAGE is made this 31st day of October 1984, between the Mortgagor, William R. Donovan and Lynette K. Donovan, (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 One Hundred Thousand and no/100 (\$100,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 31, 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

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 State of South Carolina, County of Greenville, being known and designated as Lot No. 50 of a subdivision known as Pebble Creek, Phase 1, as shown on plat thereof prepared by Enwright Associates, Engineers, dated October 1973, and recorded in the RMC Office for Greenville County in Plat Book 5-D at pages 1-5 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Whittlin Way, joint front corner of Lots 50 and 51 and running thence with the joint line of said lots, S. 81-42 W., 201.9 feet to an iron pin at the rear corner of Lot 43; thence with the rear line of Lots 43, 44, 45, 46, 47 and 48, the following courses and distances: S. 82-06 W., 35.92 feet, N. 35-18 W., 50.05 feet, N. 1-30 E., 15.5 feet, N. 24-26 E., 26.7 feet, N. 77-23 E., 28.1 feet and N. 89-55 E., 21.8 feet to an iron pin at the corner of Lot 49; thence with Lot 49, N. 88-00 E., 22.6 feet to an iron pin and continuing with the line of Lot 49, N. 66-30 E., 178 feet to an iron pin on the western side of Whittlin Way; thence with Whittlin Way, S. 8-08 E., 125.7 feet to the beginning corner.

This is the same property conveyed to the Mortgagors herein by deed of Franklin Enterprises, Inc. dated April 28, 1976 and recorded in the RMC Office for Greenville County in Deed Book 1035 at Page 427.

This mortgage is junior in lien to that certain mortgage from the Mortgagors herein in favor of Carolina Federal Savings and Loan Association in the original sum of \$54,900.00 dated April 28, 1976 and recorded in the RMC Office for Greenville County on February 28, 1976 in Mortgage Book 1366 at Page 97.

which has the address of 3228B Wade Hampton Blvd, Taylors, S. C. 29 29687 (Street) (City) (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.

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