

FILED
GREENVILLE CO. S. C.

FEB 1 11 25 AM '83
DONNIE S. TANKERSLEY
R.M.C.

First Federal of South Carolina
Post Office Box 408
Greenville, South Carolina 29602

MORTGAGE

BOOK 1593 PAGE 539

P 3125269

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THIS MORTGAGE is made this 28th day of January, 1983, between the Mortgagor, Smith & Steele Builders, Inc.

, (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 100,344.16 (One hundred thousand three hundred forty-four and 16/100---) Dollars, which indebtedness is evidenced by Borrower's note dated January 28, 1983, (herein "Note"), providing for monthly installments of principal and interest with the following description: thence with the Northerly side of Laurens Road, Jervey Avenue and running thence with the Northerly side of Lots Nos. 4 and 5; thence with the joint line of said Lots N. 32-03 E. 105 feet to an iron pin; thence S. 55-41 E. 131 feet to an iron pin on the Westerly side of Jervey Avenue; thence with the Westerly side of said Avenue, S. 30-35 W. 105 feet to the Northwest intersection of the Laurens Road and Jervey Avenue, the beginning corner, LESS, HOWEVER, that portion of the property conveyed to the South Carolina Department of Right-of-Way Easement dated January 4, 1961

Commencing at the intersection of the Northerly line of U.S. Highway 276 (Laurens Road) and the westerly line of Jervey Avenue and running thence N. 55-45 W. along the Northerly line of U.S. Highway 276 (Laurens Road) a distance of 18 feet to a point; thence N. 77-25 E. a distance of 18 feet to a point on the Westerly line of Jervey Avenue; thence S. 30-35 W. along the Westerly line of Jervey Avenue, a distance of 18 feet to the point of beginning.

The above described property is the same property conveyed to Smith & Steele Builders, Inc., by deed of Gulf Oil Corporation, recorded in the REC Office * which has the address of 1411 Laurens Road, Greenville, South Carolina 29607

(State and Zip Code)

(herein "Property Address");

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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.

SOUTH CAROLINA — 1 to 4 Family — 675 — FNMA/FHLMC UNIFORM INSTRUMENT (with amendments adding Part 5) on April 6, 1981, in Deed Book 1145, Page 734.

REC-1593-539

BOOK 81

