ents 1511 east 259

AUC 15 2 38 PH '80 DONNIE S. TANKERSLEY R.M.C.

MORTGAGE

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THIS MORTGAGE is made this 15 th day of August
1980, between the Mortgagor, R. D. Mitchell and Barbara Z. Mitchell (herein "Borrower"), and the Mortgagee, First Federal
Savings and Loan Association, 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 Thirty Thousand and No/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's
note dated, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 1995;
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
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. 42 of a subdivision known as Pebble Creek, Phase I as shown on plat thereof prepared by Enwright Associates, Engineers, dated October 1973, and recorded in the RNC Office for Greenville County in Plat Book 5-D, Pages 1-5, and having according to said plat the following metes and bounds, to-wit:
Beginning at an iron pin on the northeast side of Sassafras Drive, joint front corner of Lots 41 and 42 and running thence with the joint line of said Lots N. 54-31 E. 149.73 feet to an iron pin at the corner of Lot 52; thence with the line of Lot 52 N. 26-23 W. 123.36 feet to an iron pin, joint rear corner of Lots 42 and 43; thence with the joint line of said Lots S 52-00 W. 186.48 feet to an iron pin on Sassafras Drive; thence with Sassafras Drive S. 43-59 E. 115 feet to the beginning corner.
This being the same property conveyed to the Mortgagor by deed of Jack E. Shaw Builders, Inc., dated November 30, 1976 and recorded in the RMC Office for Green-ville County in Deed Book 1047 at Page 7 on November 30, 1976.
This mortgage being second and junior in lien to that certain mortgage in favor of First Federal Savings and Loan Association in the original amount of Ferty-Seven Thousand Two Hundred and No/100 (\$47,200.00) Dollars. Said mortgage being recorded in the RNC Office for Greenville County in Mortgage Book 1348 at Page 591.
which has the address of 307 Sassafras Drive, Taylors, South Carolina
(City)
(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 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.

SOUTH CAROLINA — 150 4 Family = 6 T5—FNMA/FHEMC UNIFORM INSTRUMENT (with amendment althing Park 24)

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(V) Co.

District Control

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