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First Federal Savings and Loan P.O. Box 408 Greenville, S.C. 2960

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MORTGAGE

THIS MORTGAGE is made this 15th day of October, between the Mortgagor, Randy L. Rice and Teresa Lynne Rice, (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").

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 _________, State of South Carolina:

All that piece, parcel or lot of land lying in Greenville County, State of South Carolina on the western side of Irene Circle, being shown as Lot 21, on plat of Royal Heights, recorded in Plat Book "W", at page 25, and having such metes and bounds as shown thereon.

This is the identical property conveyed to the mortgagor by deed of Vantage Distribution, Inc. and recorded in the R.M.C. Office for Greenville County on July 11, 1977 in deed book 1060 page 220.

This is second mortgage and is junior in lien to that mortgage executed by Randy L. Rice and Teresa Lynne Rice which mortgage is recorded in RMC Office for Greenville County in Book 1403 page 639 dated july 11, 1977.

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(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 - 1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

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