MORTGAGE

THIS MORTGAGE is made this 16th day of December.

1980. , between the Mortgagor Lewis O'Neal Wallenzine.

(herein "Borrower"), and the Mortgagee, WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 206 South Main Street, Woodruff, S. C. 29388 (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 ... Greenville State of South Carolina: All that piece, parcel or lot of land lying, being and situate about 1% miles Northwest of Greer on the West side of State Highway no. 101 and on the South side of Cumberland Drive, in Oneal Township, County and State aforesaid, and being known and designated as Lot No. Seventeen (17) of the Woburn Court property of W. Dennis Smith as shown on plat prepared by John A. Simmons, Reg. Surveyor, dated July 25, 1963 and which plat has been recorded in the R. M. C. Office for said County in Plat Book WW, page 525, This being the same property which was conveyed to mortgagor herein by Raymond Gary Smith by deed recorded in the said office on Sept. 30, 1963 in Deed Book 732, page 465.

This is a second mortgage over the above described property. Mortgagee herein has the first mortgage which was given to it by Lewis O'Neal Wallenzine in the original sum of \$20,000.00 on Oct. 26, 1976 and which mortgage has been recorded in the said office in R. E. Mtg. Book 1382, page 203.

To Have and to Hold unto Lender and I ender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rems, 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 for 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, casements 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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