

FILED  
S.C.  
DEC 11 4 25 PM '81  
MAYERSLEY

BOOK 1559 PAGE 574

# MORTGAGE

THIS MORTGAGE is made this 11th day of DECEMBER, 1981, between the Mortgagor, C. DAN JOYNER AND CHARLES E. UPCHURCH, (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").

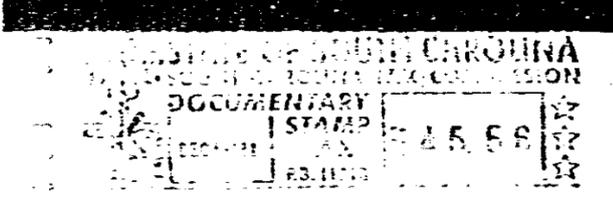
WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED EIGHT & NO Dollars, which indebtedness is evidenced by Borrower's note dated DECEMBER 11, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JANUARY 1, 1997.....;

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 City and County of Greenville, State of South Carolina and being shown and designated as Lots Nos. 1, 2, 3, 4, 5, 6, 10 and 11 on a Plat of property of Roy J. Meaders recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "UU" at Page 79 B, reference being made to said plat for a more particular description thereof.

Derivation: Deed Book 1159, Page 389 - Robert L. Watkins, Jr., and Tamara A. Watkins

IT is expressly understood by all parties hereto that this mortgage is junior in lien and subordinate to those mortgages to First Federal Savings and Loan Association recorded in Mortgage Book 1331, Page 864, Mortgage Book 1559 at Page 554, Mortgage Book 1559 at Page 558, Mortgage Book 1559 at Page 562 and Mortgage Book 1159, at Page 566, R.M.C. Office, Greenville County, South Carolina.



6C10  
DEC 11 1981

which has the address of Lots Nos. 1, 2, 3, 4, 5, 6, 10 & 11 Biltmore Ave, Greenville, S.C. (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 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.

0574

4328 RV.2