

FILED  
GREENVILLE, S.C.

FEB 10 9 13 AM '84

W. W. WILEY

# MORTGAGE

THIS MORTGAGE is made this 8th day of February, 1984, between the Mortgagor, Joseph C. Counts and Lillie J. Counts, (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 Twenty Thousand Two Hundred Twelve & 12/100 (\$20,212.12) Dollars, which indebtedness is evidenced by Borrower's note dated February 8, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Feb. 1, 1994.....;

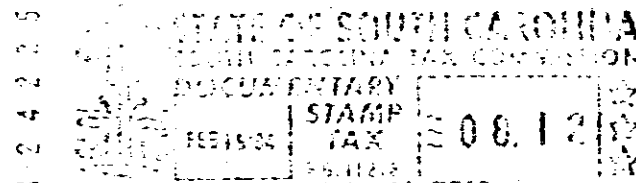
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, with all improvements thereon, situate lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the northwest side of Stillwood Drive, being shown as Lot No. 83 on Plat of Section F of Gower Estates, recorded in the RMC Office for Greenville County, SC, in Plat Book JJJ, Page 99 on plat made by R.K. Campbell and Webb Surveying and Mapping Co. November, 1965, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of Stillwood Drive at the joint front corner of Lots 82 and 83 and runs thence with the line of Lot 82, N. 42-01 W. 304.6 feet to a point in center of a branch; thence with the center of the branch (the traverse line being N. 68-16 E., 99.2 feet) to an iron pin in the center of said branch at the joint rear corner of Lots 83 and 84; thence with the line of Lot 84, S. 48-49 E., 269.4 feet to an iron pin on the Northwest side of Stillwood Drive; thence with the curve of Stillwood Drive (the chord being S. 46-44 W., 125 feet) to the beginning corner.

This is the identical property conveyed to the Mortgagors herein by deed of Mary T. Rizzo dated December 29, 1978, to be recorded herewith in the RMC Office for Greenville County, South Carolina.

This mortgage is second and junior in lien to that certain mortgage dated December 29, 1978 and recorded in the RMC Office for Greenville County on December 29, 1978 in Book 1454 at Page 46.



which has the address of 36 Stillwood Drive, Gower Estates, Greenville, South Carolina 29607 (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.

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