

GREENVILLE, S. C.

SEP 23 3 26 PM '80

RECORDERS OFFICE
GREENVILLE, S. C.

MORTGAGE

THIS MORTGAGE is made this 19th day of September, 1980, between the Mortgagor, Thomas A. Mullinax and Judy M. Mullinax, (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 Fifteen thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 19, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 1995;

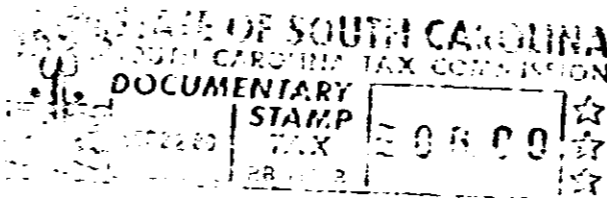
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 Greenville, State of South Carolina:

All that piece, parcel, or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 31 on plat of Cedar Lane Gardens, now known as Westwood Terrace, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book GG, at Page 139 and having, according to said plat, the following metes and bounds to wit:

Beginning at an iron pin on the northeastern side of Jonquil Lane at the joint front corner of Lots 30 & 31 and running thence with the joint line of said lots, N. 53-06 E. 162.8 feet to an iron pin; thence N. 38-09 W. 70 feet to an iron pin; corner of Lots 31 and 33; thence along the line of Lots 33 & 32, S. 53-15 W. 47 feet and S. 52-37 W. 119.3 feet to an iron pin on the northeastern side of Jonquil Lane; thence with Jonquil Lane, S. 40-57 E. 70 feet to the beginning corner.

This being the same property conveyed to the mortgagor by deed of Doyle H. Lawson, Jr. and Frances Godfrey Lawson and recorded in the R.M.C. Office for Greenville County on December 30, 1971 in deed book 932 page 599.

This is second mortgage and is junior in lien to that mortgage executed by Thomas A. Mullinax and Judy M. Mullinax which mortgage is recorded in R.M.C. Office for Greenville County in Book 1218 page 11 dated December 30, 1971.



which has the address of 3 Jonquil Lane, Greenville, S.C. 29611

(Street)

(City)

(herein "Property Address");

(State and Zip Code)

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.