

FILED  
S. C. MORTGAGE

BOOK 1537 PAGE 584

MAR 7 4 02 PM '81

JOHN B. BAYNERSLEY

THIS MORTGAGE is made this 30th day of March 1981, between the Mortgagor, James B. Custer and Ruth R. Custer (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Five Thousand and no/100ths-- (\$5,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1991;

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 State of South Carolina, County of Greenville, City of Simpsonville, being shown and designated as Lot #88, as shown on a plat of Wemberly Way Subdivision as prepared by Campbell and Clarkson Surveyors, Inc., as recorded in the RMC Office for Greenville County in Plat Book 7C at Page 39 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Windsor Street and running thence with said Street S. 77-33 E., 110 feet to an iron pin; thence S. 12-27 W., 150 feet to an iron pin; thence N. 77-33 W., 110 feet to an iron pin; thence N. 12-27 E., 150 feet to an iron pin on Windsor Street, the point of beginning.

THIS is the identical property conveyed to the mortgagors by deed of L. Alfred Vaughn recorded in the RMC Office for Greenville County in Deed Book 1115 at Page 161 on November 7, 1979.

This mortgage is second and junior in lien to that mortgage between James B. Custer and Ruth R. Custer to United Federal Savings and Loan Association recorded November 7, 1979 in Mortgage Book 1487 at Page 537, in the RMC Office for Greenville County, South Carolina.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA  
MAY 1 1981  
\$ 5,000.00

which has the address of 107 Windsor Street, Simpsonville, S.C. 29681 (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.

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