

1577-573

Mortgagee's address: Post Office Box 408, Greenville, South Carolina 29602

82 MORTGAGE

BLEY

THIS MORTGAGE is made this 10th day of August, 1982, between the Mortgagor, Joseph E. and Wanda B. Fuzia, (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 6300.00 (Six thousand three hundred and 00/100) Dollars, which indebtedness is evidenced by Borrower's note dated August 10, 1982, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

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 the being in Greenville County, South Carolina, being shown and designated as Lot 12-A on a Plat of Farmington IV, recorded in the RMC Office for Greenville County in Plat Book 6-R at Page 47, and having, according to a more recent survey by Freeland & Associates, dated December 15, 1978, and following metes and bounds:

BEGINNING at an old iron pin on the northwestern side of Shubuta Court, joint front corner of Lots 12-A and 13-A, running thence with the common line of said Lots, N. 44-31-57 W., 58.77 feet to an old iron pin; thence continuing N. 8-05-57 W. 115.43 to an old iron pin; thence with the rear line of Lot 12-A, N. 54-39-11 E, 47.0 feet to an old iron pin, joint rear corner of Lots 11 and 12-A; thence with the common line of said Lots S 38-46-16 E., 151.38 feet to an old iron pin on the northwestern side of Shubuta Court; thence with Shubuta Court S. 48-28-54 W., 76.57 feet to an old iron pin; thence continuing with Shubuta Court, S. 51-28-40 W, 23.42 to an old iron pin, the point of beginning.

This being the same property conveyed to the mortgagor by deed of Charles B. Brown and recorded in the RMC Office for Greenville County on December 19, 1978 in Deed Book 1093 at Page 975.

This is a second mortgage and is Junior in Lien to that mortgage executed by Joseph E. and Wanda B. Fuzia to NCNB Mortgage South, Inc. which mortgage is recorded in the RMC Office for Greenville County on December 19, 1978 in Book 1453 at page 291.

Subsequently assigned to Federal National Mortgage Association on February 27, 1979 and recorded in book 1458 at page 595.

RECORDED IN THE PUBLIC RECORDS OF GREENVILLE COUNTY, SOUTH CAROLINA. INSTRUMENT NO. 1577-573. DATE RECORDED: FEB 27 1982. AMOUNT PAID: \$2.52.

which has the address of 8 Shubuta Circle Greenville, South Carolina 29611 (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.

0573

4328 RV-21