

GREENVILLE CO. S. C.
OCT 27 4 04 PM '82
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 27th day of October 1982, between the Mortgagor, Mark S. Klein and Jennifer Ray Klein (herein "Borrower"), and the Mortgagee, James E. Phillips and Barbara B. Phillips, whose address is RT. 10, 104 Creekwood Court, Greenville, S.C. 29607 (herein "Lender").

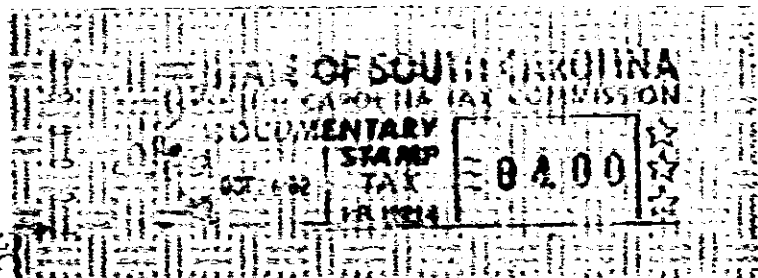
WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand and No/100----- Dollars, which indebtedness is evidenced by Borrower's note dated... October 27, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 1987.....

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 situate, lying and being on the southwestern side of Richbourg Road near the City of Greenville in the County of Greenville, State of South Carolina and known and designated as Lot No. 13 of a subdivision known as Morningside, plat of which is recorded in the RMC Office for Greenville County in Plat Book EE at Page 3 also plat recorded in Plat Book FF at Pages 84 and 85; said lot having such metes and bounds as shown thereon.

This being the same property conveyed to the mortgagors by deed of James E. Phillips and Barbara B. Phillips of even date to be recorded herewith.

This mortgage is junior in lien to that mortgage of even date in the amount of \$41,000.00 being given by the mortgagor to First Federal Savings and Loan Association.



2 OCT 27 82 210 4.00CT

which has the address of.....500 Richbourg Road..... Greenville.....
[Street] [City]
Greenville, S.C. 29616 (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 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.

9143

4326