

FILED
GREENVILLE CO. S. C.

APR 16 3 42 PM '81

DONNIE S. TANKERSLEY
R.M.C.

FIRST FEDERAL
P. O. BOX 403
GREENVILLE, S. C. 29602

BOOK 1533 PAGE 532

MORTGAGE

THIS MORTGAGE is made this 9th day of April, 1981 between the Mortgagor, Ernest N. Irby and Violeita P. Irby, (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 twelve thousand Seven hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 9 1981, (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, 1996.....;

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, being known and designated as Lot No. 84 on revised plat entitled "Extension of Brookforest" made by C. C. Jones and Associates, Engineers, and shown on plat entitle "Property of J. H. Morgan" recorded in Plat Book MMM, Page 155 of the R.M.C. Office for Greenville County and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern aide of Mooremont Avenue at the joing front corner of Lots 85 and 84 and thence running along the common line of said lots N. 84-25 E., 135.5 feet to an iron pin at the joint corner of Lots 85, 84, 87, and an unnumbered lot; thence along the common line of Lot 85 and the unnumbered lot S. 5-32 E., 90 feet to an iron pin on the northern side of Hillwood Street; thence along Hillwood Street S. 84-28 W., 110.5 feet to an iron pin; thence along the curve of the intersection of Hillwood Street and Moormont Avenue N. 50-32 W., 35.4 feet to an iron pin on Mooremont Avenue; thence along the eastern side of Mooremont Anenue N. 5-32 W., 65 feet to an iron pin, being the point of beginning.

This being the same property conveyed to the mortgagor by Deed of Charles A. and Rosemary J. Ahrens and dated 11-10-78 and recorded in R.M.C. Office of Greenville County on 11-13-78 in Deed Book 1091 Page 653.

This is a Second Mortgage and is Junior in Lien to that mortgage executed by Ernest N. and Violeita P. Irby to First Federal Savings & Loan Association and dated 11-10-78 and recorded in R.M.C. Office for Greenville County on 11-13-78 in Book 1449 Page 905.

which has the address of 7 Mooremont Avenue Greenville, (City)
South Carolina 29605 (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.

GCTO -----3 AP16 81

391

4.0001

0532

4325 RV-2