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STATE OF SOUTH CAROLINA GREENVILLE

## OF REAL PROPERTY

## WITNESSETH:

ALL that piece, parcel or lot of land, lying in the State of South Carolina, County of Greenville, being known and designated as Lot No. 40 on a plat of Forrester Woods, Section No. 1, prepared by R. B. Bruce, Surveyor, dated March 14, 1972, and recorded in the R.M.C. Office for Greenville County in Plat Book 4-N at Page 78, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern edge of Pheasant Trail, at the joint front corner of Lots 39 and 40, and running thence with the Southern edge of Pheasant Trail, S. 62-43 E. 85 feet to an iron pin at the intersection of Pheasant Trail and Boulder Road; thence with said intersection, S. 17-33 E. 35.3 feet to an iron pin on the Western edge of Boulder Road; thence with the Western edge of Boulder Road, S. 27-36 W. 129.5 feet to an iron pin at the joint corner of Lots 37 and 40; thence with the joint line of Lots 37 and 40, N. 62-24 W. 110 feet to an iron pin at the joint rear corner of Lots 39 and 40; thence with the joint line of Lots 39 and 40, N. 27-36 E. 153.9 feet to an iron pin being the point of beginning.

This is the same property conveyed to Mortgagors herein by Deed of David J. McCombs and Carol L. McCombs dated July 6, 1981 and recorded in the R.M.C. Office for Greenville County, SC in Deed Book 1151 at Page 226.

This Mortgage is subordinate to and junior in lien to that certain Note and Mortgage given by David J. McCombs and Carol L. McCombs to Greer Federal Savings and Loan Association dated October 26, 1979 and recorded in the R.M.C. Office for Greenville County, SC in Mortgage Book 1485 at Page 867 and assumed by Mortgagors herein by Deed dated July 6, 1981 and recorded in the R.M.C. Office for Greenville County, SC in Deed Book 1151 at Page 226.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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