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# MORTGAGE

THIS MORTGAGE is made this 19th day of July 1982, between the Mortgagor, William V. Phelps and Ruth C. Phelps (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eight thousand and no/100 (8,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 19, 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 August 15, 1992;

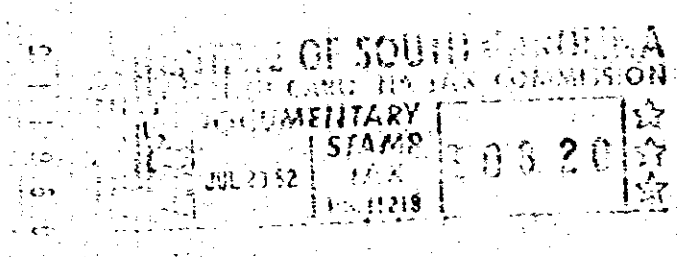
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 with all buildings and improvements thereon, situate, lying and being on the southwestern side of Red Fox Trail in Greenville County, South Carolina being known and designated as lot no. 118 as shown on a plat entitled FOXCROFT, SECTION I, made by C. O. Riddle, Surveyor, dated September 15, 1969, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-F at Pages 2, 3 and 4 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Red Fox Trail at the joint front corner of lots nos. 118 and 119 and running thence along the common line of said lots, S. 33-07 W. 168 feet to an iron pin; thence S. 82-48 E. 65.7 feet to an iron pin; thence S. 49-00 E. 58 feet to an iron pin at the joint rear corner of lots nos. 117 and 118; thence with the common line of said lots, N. 42-59 E. 130 feet to an iron pin on the southwestern side of Red Fox Trail; thence with the southwestern side of Red Fox Trail, N. 47-01 W. 81 feet to an iron pin; thence continuing with said trail, N. 51-48 W. 59.3 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Clark V. Dohner and Nancy C. Dohner to be recorded herewith.

This mortgage is a second mortgage junior in lien to that mortgage given to South Carolina Federal Savings and Loan Association by the mortgagors in the sum of \$18,000.00 dated July 19, 1982 to be recorded herewith.



which has the address of Lot 118 Foxcroft S/D, Section 1, Greenville, South Carolina 29615 (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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