

RECORDED  
DEC 29 1982  
2 43 PM '82  
S. C.  
**MORTGAGE**

THIS MORTGAGE is made this 27th day of December 19 82, between the Mortgagor, George W. Morris, III and Ruth E. Morris (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 U.S. \$ 5,700.00 which indebtedness is evidenced by Borrower's note dated December 27, 1982 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on January 1, 1993;

TO SECURE to Lender 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, 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 lying and being in the State of South Carolina, County of Greenville being shown and designated as Lot No. 13 on a plat of Forrester Woods, Section 7, prepared by R. B. Bruce, Surveyor, dated February 12, 1975, recorded in the RMC Office for Greenville County on March 31, 1976 in Plat Book 5P at page 21, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Oakwood Court at the joint front corner of lots 12 and 13 and running along the common line of said lots S. 57-38 E. 124.5 feet to an iron pin at the joint rear corner of said lots; thence along the rear of lot 13 S. 31-03 W. 180 feet to an iron pin at the joint rear corner of lots 13 and 14; thence along the common line of said lots N. 19-42 W. 174.8 feet to an iron pin on the eastern side of Oakwood Court; thence along the curve of Oakwood Court the following courses and distances, to-wit: N. 63-36 E. 40 feet to an iron pin; N. 15-30 E. 40 feet to an iron pin, being the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Alain Benat and Arne Marie Benat, of even date, to be recorded herewith.

This Mortgage is second and junior in lien to that Mortgage in favor of South Carolina Federal in the original amount of \$56,000.00, recorded in the RMC Office for Greenville County, South Carolina on September 19, 1978 in Mortgage Book 1444 at page 666.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
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which has the address of 219 Oakwood Court Mauldin

South Carolina 29662 (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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