

FILED
GREENVILLE S.C.
JUL 6 12 15 PM '83

MORTGAGE

THIS MORTGAGE is made this 29th day of June, 1983, between the Mortgagor, David E. McAlister and Pamela K. McAlister

, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 Eight-thousand one-hundred sixty-two and twenty-eight/100's Dollars, which indebtedness is evidenced by Borrower's note dated June 29, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 6-30-93

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.

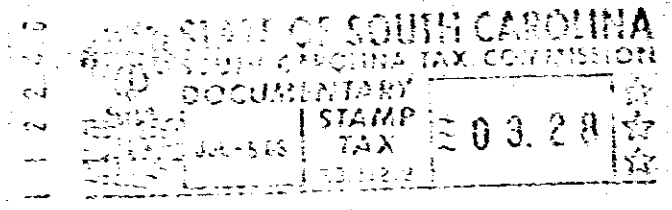
All that certain peice, parcel or lot of land in the State of South Carolina, County of Greenville, City of Greenville, being known and designated as Lot Number 113 on plat of Sherwood Forest, recorded in Plat Book BB at pages 30 and 31 of The RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Sir Abbot Street, at the joint front corner of Lots 113 and 112 and running thence with the common line of said lots; S27-14 E 155 feet to an iron pin; thence turning and running, S62-46 W75.0 feet to an iron pin at the joint rear corner of Lot 113 & 114; thence, with the common line of said lots, N 27-14 W 155.0 feet to an iron pin on Sir Abbot Street; thence, with said Street, N 62-46 E 75.0 feet to the point of beginning.

Being the same property conveyed to David E. McAlister by deed of Ronald Lane Todd and Nancy T. Todd which deed is dated the 1st day of April, 1977 and recorded in the RMC Office for Greenville County in Volume 1053 at page 857.

David E. McAlister subsequently conveyed undivided one-half interest in the property to Pamela K. McAlister by deed dated November 26, 1980 and recorded in the RMC Office for Greenville County on December 23, 1980 in Deed book 1139 at page 414.

This is a second mortgage junior in lien to that mortgage executed by Ronald Lane Todd and Nancy T. Todd to North Carolina National Bank, dated 3/10/75 and recorded 3/10/75 in Mortgage Book 1334 at page 568.



SECTION 9

which has the address of 39 Sir Abbott Street, Greenville, South Carolina 29607,
(Street) (City)
(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 seized 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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