

FILED  
GREENVILLE S.C.  
JUL 27 12 11 PM '83  
DONNIE S. LAMBERSLEY

BOOK 1317 PAGE 342

# MORTGAGE

THIS MORTGAGE is made this 22 day of July, 1983, between the Mortgagor, Billy R. Cureton and Diane H. Cureton, (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 Nine thousand six hundred and seventy-seven & 88/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 22, 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 July, 1985.....;

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 situate, lying and being on the southeastern side of Lathan Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 32, Section 2 of a subdivision known as Farrington Acres, plat of which is recorded in the PNC Office for Greenville County in Plat Book B38, at page 169, and according to said plat, has the following Metes and bounds, to wit:

BEGINNING at an iron pin on the southeastern side of Lathan Drive, at the joint front corner of Lots 31 and 32, and running thence with the joint line of said lots, S. 37-15 E. 155 feet to an iron pin; running thence S. 52-45 W. 100 feet to an iron pin, joint rear corner of lots 32 and 33; running thence with the joint line of said lots, N. 37-15 W. 155 feet to an iron pin on the southeastern side of Lathan Drive; running thence with the southeastern side of said Drive, N. 52-45 E. 100 feet to an iron pin, of beginning.

This is a second mortgage and junior lien to that mortgage executed by Billy R. Cureton and Diane H. Cureton to First Federal of SC which is recorded in PNC Office of Greenville County in Book 1454 Page 180 dated December 29, 1978, and recorded January 2, 1979.

Derivation: This is the property of Clarence N. and Milna D. Orr conveyed to Billy R.

Diane H. Cureton recorded in the PNC Office of Greenville County dated DECEMBER 29, 1978 recorded January 2, 1979, Book 1094 Page 643.

which has the address of 10 Lathan Drive, Greenville, SC 29611,  
(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.

RECORDED  
JUL 27 1983  
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