

SECOND MORTGAGE

Vol 1044 p. 877

THIS MORTGAGE is made this 30th day of December 1983 between the Mortgagor, s. THOMAS J. SMITH and CAROL SMITH (herein "Borrower"), and the Mortgagee, FLEET FINANCE, INC., (FORMERLY SOUTHERN DISCOUNT CO., INC.), a corporation organized and existing under the laws of South Carolina, whose address is Mauldin Square... Mauldin, S. C. 29662 (herein "Lender").

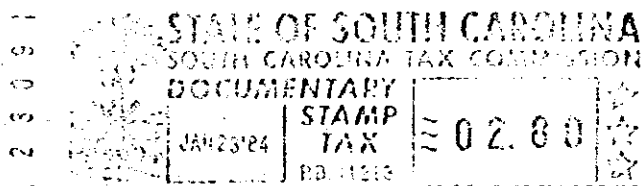
WHEREAS, Borrower is indebted to Lender in the principal sum of SIX THOUSAND NINE HUNDRED SEVENTEEN & 76/100 (\$6,917.76) Dollars, which indebtedness is evidenced by Borrower's note dated December 30, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 6, 1989.

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 northern side of Bethel Road in Greenville County, S. C., being known and designated at LOT NO. 35 on a plat of Montclair, Section III, prepared by R. B. Bruce, dated April 17, 1969, recorded in the RMC Office for Greenville County, S. C. in Plat Book WWW at Page 57, reference to which is hereby made for a more complete description thereof.

This being the same property conveyed to the mortgagor, Thomas J. Smith by deed of Richard J. Bossman, dated August 16, 1977 and recorded in the RMC Office for Greenville County in Book 1062, at Page 733.

This mortgage is junior in lien to that indebtedness assumed by the mortgagor herein, due to South Carolina Federal Savings and Loan Association in the original sum of \$25,600.00, recorded July 17, 1976 in Mortgage Book 1373, at Page 73.



which has the address of 403 Bethel Drive Mauldin, S.C. 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, 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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