Savings and Loan Association, 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 Fifteen Thousand Six

Hundred Ninety Nine & 60/100(\$15,699.60Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 1980 , (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1986

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:

Containing nine and fifteen one hundredths (9.15) acres, more or less, together with all improvements thereon, lying on the southwestern side of Old Hundred Road (also known as Slatten Shoals Road), in Oakland Township, and being shown as a portion of Tract One on a plat of the Estate of G. B. Austin, recorded in the RMC office for Greenville County, South Carolina, in Plat Book L. at page 159, and having according to a survey of the property of F. D. Parker, made by Carolina Surveying Company, dated July 28, 1971, recorded in the RMC office of Greenville County, South Carolina, in Plat Book 4-K, at page 127, the following metes and bounds, to-wit: BEGINNING at an iron pin in or near the center of Old Hundred Road at the corner of property owned by James M. Latimer (formerly Will Coker) and running thence South 34-45 West 329 feet to old iron pin; thence running along line of property now or formerly owned by John H. Woods North 46-36 West 992.7 feet to iron pin at the corner of Tract One and Two of the estate of G. B. Austin recorded in Plat Book L, at page 159; thence along the common line of said tracts North 27-26 East 407.6 feet to a point in or near the center of Old Hundred Road; thence with the center line of Old Hundred Road and with the line of property now or formerly owned by John L. Sloan, Trustee, the following courses and distances: South 60-19 East 177.7 feet; South 46-50 East 100 feet to a point; South 37-03 East 100 feet to a point; South 34-00 East 200 feet to a point; South 39-12 East 100 feet to a point; South 52-37 East 200 feet to a point; South 36-59 East 100 feet to a point; South 22-55 East 100 feet to the BEGINNING corner.

This being the same property conveyed to the mortgagor herein by deed of Fred D. Parker and recorded in the RMC office for Greenville County on Feb. 7, 1975 in Deed Book #1014 and Page #376.

This is a second mortgage and is junior in lien to that mortgage executed to Steve Eric Davis and Brenda R. Davis which mortgage is recorded in RMC office for Greenville County in Book #1332 and Page #808.

which has the address of	Rt. 3 Box 260	Pelzer
Willell Hab Wile address of	(Street)	(City)

S. C. 29669 (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.

SOUTH CAROLINA — 1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

4328 RV-2

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