

17 AM '81

BOOK 1539 PAGE 364

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RSLEY First Federal Savings & Loan  
P.O. Box 408  
Greenville, S.C. 29601

### MORTGAGE

THIS MORTGAGE is made this 27th day of April, 1981, between the Mortgagor, Jackie Lee Shultz & Marjorie A. Shultz, (herein "Borrower"), and the Mortgagee, First Federal 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 and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 27, 1981, (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:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the western side of a turnaround at the end of Bermuda Court and being known and designated as Part of Lot 6 on plat of BERMUDA COURT recorded in the RMC office for Greenville County in Plat Book LL at Page 127 and being shown on a more recent plat entitled "Property of Kenneth T. Sandefur and Frances A. Sandefur", dated May 19, 1977, prepared by Freeland & Associates, recorded in the RMC office for Greenville County in Plat Book 7-F at Page 46, and having according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of a turnaround at the end of Bermuda Court, joint front corner of Lots 5 and 6, said iron pin being approximately 500 feet south of Galphin Drive and running thence along the western side of said turnaround, S.32-47 E. 47.7 feet to an iron pin; thence continuing with said turnaround, N.85-11 E. 54.6 feet to an iron pin; running thence S.54-02 W. 225.0 feet to an iron pin in creek; thence running with the creek as the line, the chord being N.06-24 W. 160.3 feet to an iron pin; running thence with the common line of Lots 5 and 6, N. 86-00 E. 120.0 feet to the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Kenneth T. Sandefur & Frances A. Sandefur and recorded in the RMC office for Greenville County on May 29, 1979 in Deed Book 1103 and page 501.

This is a second mortgage and is junior in lien to that mortgage by Kenneth T. Sandefur and Frances A. Sandefur to Collateral Investment Company on May 25, 1977, in Deed Book 398 and page 779.

which has the address of 12 Bermuda Court Greenville, South Carolina,  
(Street) (City)  
29609 (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 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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