

FILED
GREENVILLE CO. S. C.

NOV 4 2 28 PM '83

DONNIE S. HARRISLEY
R.M.C.

MORTGAGE

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THIS MORTGAGE is made this 31st day of October 1983, between the Mortgagor, Seabrook L. Marchant

(herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty one thousand five hundred sixty and 00/100* Dollars, which indebtedness is evidenced by Borrower's note dated October 31, 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 May 2, 1984

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 State of South Carolina, County of Greenville, being known and designated as Lot No. 71, as shown on a plat of the subdivision of PALMETTO DOWNS, Section I, recorded in the Office of the R.M.C. for Greenville County, S.C. in Plat Book 6-H at page 82.

THIS is the same property conveyed to the mortgagor by The Fortis Corporation by deed recorded August 1, 1979 in deed volume 1108 at page 372 in the Office of the R.M.C. for Greenville County, S.C.

THIS mortgage is junior to that lien held by First Federal Savings and Loan Association in the original amount of \$32,400.00 recorded August 1, 1979 in mortgage volume 1475 at page 548 in the Office of the R.M.C. for Greenville County, S.C.

RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS
GREENVILLE COUNTY, SOUTH CAROLINA
NOV 13 1983
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which has the address of 13 Hunters Trail Greenville, S.C. 29615 (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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