

FILED
GREENVILLE, S.C.
APR 3 12 13 PM '84

MORTGAGE

03-3193430

THIS MORTGAGE is made this 28th day of October, 1983, between the Mortgagor, Gaston F. Acker, Jr. & Cynthia M. Acker, (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 seven hundred sixty and seventy three cents (9,760.73) Dollars, which indebtedness is evidenced by Borrower's note dated 10-28-83, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 10-30-90.....;

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 located, lying and being in the County of Greenville, State of South Carolina, lying on the eastern side of Brandywine Court and being shown and designated as Lot No. 2 on Plat entitled "Woodmere" prepared by Piedmont Engineers and Architects, recorded November 8, 1973 in the RMC Office for Greenville County, South Carolina, in Plat Book 5D at Page 98, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Brandywine Court at the jointfront corner of Lots No. 1 and 2 and running thence along the joint line of said lots N. 82-29 E. 200.33 feet to a point at the joint rear corner of Lots No. 1 and 2; thence S. 7-25 E. 140 feet to a point at the joint corner of Lots 2 and 3; running thence S. 82-29 W. 200.12 feet to a point on the eastern side of Brandywine Court; thence N. 7-30 W. 140 feet to the point and place of beginning.

This being the same property conveyed to the mortgagors herein by deed of Wesco Builders, a General Partnership, and recorded in the RMC Office for Greenville County, on 5-30-79, in Deed Book 1103, and page 623.

This is a second mortgage and is junior in lien to that mortgage executed by Wesco Builders, a General Partnership, in favor of Greer Federal, which mortgage is recorded in the RMC Office for Greenville County, in Book 1364, and page 503.

This mortgage was subsequently assumed by Gaston F. Acker, Jr. & Cynthia M. Acker, as evidenced by assumption agreement dated 5-30-79.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
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which has the address of 7 Brandywine Court Greenville,
(Street) (City)
SC 29615 (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.

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