

BOOK 1586 PAGE 23

BOOK 85 PAGE 4316

FILED  
MAR 17 4 13 PM '82  
DONNIE S. TANKERSLEY

### MORTGAGE

THIS MORTGAGE is made this 12th day of March, 1982, between the Mortgagor, James W. Montgomery, (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 Five Thousand Seven Hundred and No/100 (\$5,700.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 12, 1982 (herein "Note"), providing for monthly installments of principal herewith.

This mortgage is second and junior in lien to that certain mortgage given by Vension J. and Tevya M. Baker to Collateral Investment Company dated September 28, 1971, in the original amount of \$11,950.00 recorded in Mortgage Book 1208 at Page 43 and having a present principal balance of \$10,118.72, this date assumed by the Mortgagor herein.

FILED  
AUG 3 1 1984  
DONNIE S. TANKERSLEY

AUG 3 1 1984

PAID SATISFIED AND CANCELLED  
First Federal Savings and Loan Association  
of South Carolina

6840

STATE OF SOUTH CAROLINA  
DOCUMENTARY STAMP  
MAR 17 1982

Deborah C. Anderson  
Asst. Manager

Witness Lisa Brown  
April D. McKay

which has the address of 49 Wallace Street Greenville, SC 29605 (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 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.

SOUTH CAROLINA — 1 to 4 Family — 6/75 — FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 20)

400 9 27831801

200 3 21A01