

FILED
GREENVILLE, S. C.

FEB 27 12 53 PM '81

MORTGAGE

RCOR: 1533 PAGE 720

DONN... HANERSLEY

THIS MORTGAGE is made this 26th day of February 1981 between the Mortgagor, Eugene A. Mignacco, Jr. (herein "Borrower"), and the Mortgagee, South Carolina National Bank, Greenville, S.C., a corporation organized and existing under the laws of the United States of America whose address is Post Office Box 969, Greenville, South Carolina 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Ten Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 26, 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 February 28, 1982

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: *and on page 5

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 44 on plat of Huntington, Sheet #3, recorded in Plat Book WWW at page 25 and as Property of John W. and Charlotte H. Roberts, recorded in Plat Book VVV at page 127 and having such courses and distances as will appear by reference to the latter plat.

Being the same property conveyed by John W. Roberts and Charlotte H. Roberts by deed recorded January 11, 1980 in Deed Book 1118 at page 765.

This mortgage is junior in lien to the mortgage to First Federal Savings and Loan Association, recorded in Mortgage Book 1466 at page 954.

which has the address of Route 2, Wellesley Way, Greenville, South Carolina 29607 (herein "Property Address");
(Street) (City)
(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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