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MORTGAGE

1567 PAGE 876

DOCUMENTARY
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THIS MORTGAGE is made this 13 day of April, 1982, between the Mortgagor, ERNEST M. GAILLARD AND JESSIE K. GAILLARD, (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 SIXTEEN THOUSAND FOUR HUNDRED EIGHTY-FIVE AND 96/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 13 1982, (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, 1992.....;

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, on the southwestern side of Seabury Drive, near the City of Greenville, being shown as LOT 101 on plat of MERRIFIELD PARK, recorded in Plat Book 000-177, and described as follows:

BEGINNING at an iron pin on the southwestern side of Seabury Drive at the joint front corner of Lots 100 and 101, and running thence with the line of Lot 100 S19-00W 184.2 feet to an iron pin at the joint rear corner of Lots 100 and 101; thence N70-28W 18.8 feet; thence N70-43W 101.2 feet to an iron pin in the line of a 50 foot future street; thence with said future street, N19-00E 158.5 feet to an iron pin; thence with the curve of the intersection of said future street and Seabury Drive, (the chord of which is N64-00E 35.4 feet) to an iron pin on Seabury Drive; thence with said Drive S71-00E 95 feet to the beginning corner.

This conveyance is made subject to those covenants and restriction affecting use of the lot herein as more fully set forth and enumerated in instrument of record in Deed Book 836 at Page 25, records of Greenville County, South Carolina, and further to those easements and/or rights-of-way as may appear of record and/or on the premises and all zoning ordinances and setback lines.

This being the identical property conveyed unto the Mortgagors herein by deed of William C. Owens dated and recorded February 8, 1971, in Deed Book 908 at Page 201, records of Greenville County, South Carolina.

which has the address of 200 Seabury Drive, Greenville (Street) (City), SC 29615 (State and Zip Code) (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.

SC70 --- 1 AP14 82 1137 4.0001

This is 2nd mortgage and junior in lien to that mortgage executed by mortgagors herein to First Federal Savings & Loan which mortgages is recorded in RMC Office for Greenville County, SC, in Book Number 1415, Page 520, dated 11/16/77

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