

S. C.

PM '82

ESLEY

# MORTGAGE

LONG, BLACK & GASTON

BOOK 1570 PAGE 249

THIS MORTGAGE is made this 12th day of May, 1982, between the Mortgagor, WILLIAM R. CARRIGNAN AND PATRICIA N. CARRIGNAN (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of THIRTY NINE THOUSAND DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 12, 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, 2012.

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 lot of land situate on the western side of Gilden Lane in the County of Greenville, State of South Carolina, being shown as Lot No. 92 on plat of Holly Tree Plantation Subdivision, Phase III, Section I, Sheet 2, dated September 1, 1975, prepared by Piedmont Engineers, Architects & Planners, recorded in Plat Book 6-H at Page 75, in the RMC Office for Greenville County, and having, according to a more recent survey prepared by Freeland and Associates, dated April 12, 1982, entitled "Property of William R. Carignan and Patricia N. Carignan, the following metes and bounds, to-wit:

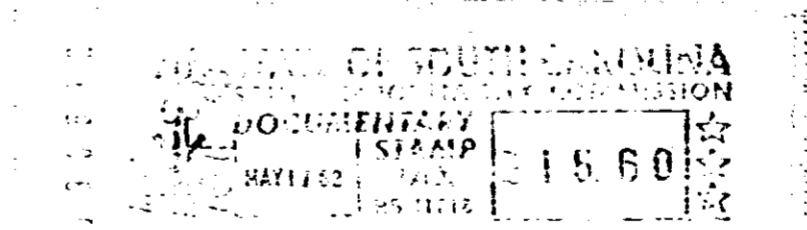
BEGINNING at an iron pin on the western side of Gilden Lane at the joint front corner of Lot 92 and 93 and running thence with Lot 93 N. 82-14 W. 179.69 feet to an iron pin at the joint rear corner of Lot 92 and 93; thence with Lot 91 N. 21-11 E. 110 feet to an iron pin on Plantation Drive; thence with said drive N. 86-54 E. 140 feet to an iron pin; thence S. 45-35 E., 33.77 feet to an iron pin on Gilden Lane; thence with Gilden Lane, S. 1-56 W., 43 feet to an iron pin; thence still with said lane S. 19-37 W., 72 feet to the point of beginning.

THIS is the same property conveyed to the Mortgagor's herein by deed of James W. Shearer and Anne C. Shearer, dated May 12, 1982, and recorded simultaneously herewith.

THIS mortgage is junior in lien to that certain mortgage in favor of American Federal Savings and Loan Association, dated May 12, 1982, in the original amount of \$61,000.00, and recorded simultaneously herewith.

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which has the address of 1010 Plantation Drive Simpsonville South Carolina 29681 (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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