

S. C.

PL 82

# MORTGAGE

BOOK 1576 PAGE 131

WISLEY

THIS MORTGAGE is made this 22nd day of July 1982, between the Mortgagor, John R. Jarosh and Iris T. Jarosh (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and No/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 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 August 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot #83 on a Plat of Holly Tree Plantation prepared by Enwright Associates, Inc. dated May 28, 1973, and recorded in the R.M.C. Office for Greenville County in Plat Book 4-X at Page 37, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western edge of Spring Hill Drive at the joint corner of Lots #83 and #84 and running thence with the joint line of said Lots N. 89 deg., 42 min., 58 sec., E. 140.55 feet to an iron pin at the joint rear corner of Lots #82, #83, and #84; thence with the joint line of Lots #82 and #83, N. 33-47 W. 56.0 feet to an iron pin on the Southeastern edge of Mornington Court; thence with the curve of the cul-de-sac of Mornington Court N. 85-00 E. 74.18 feet to an iron pin; thence continuing with the edge of Mornington Court N. 36 deg., 48 mins., 00 sec., E. 56.15 ft. to an iron pin; thence continuing with the curve of Mornington Court N. 44-02 min., 00 sec., E. 76.85 feet to an iron pin; thence continuing with the edge of Mornington Court N. 80 deg., 50 min., 00 sec., E. 33.61 feet to an iron pin at the intersection of Mornington Court and Spring Hill Drive; thence with said intersection S. 48 deg., 09 min., 49 sec., E. 31.46 feet to an iron pin on the Western edge of Spring Hill Drive; thence with the edge of Spring Hill Drive S. 3-00 W. 102.54 feet to an iron pin; thence continuing with the edge of Spring Hill Drive S. 3-43 E. 72.43 feet to an iron pin being the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of James J. and Rebecca A. Bruening by deed dated July 22, 1982 and to be recorded herewith.

This is a second mortgage and is junior in lien to that mortgage executed by James J. Bruening and Rebecca A. Bruening to United Federal Savings and Loan, which Association is now American Federal Savings and Loan Association, by merger, in the original sum of \$38,615.51 dated October 18, 1979 and recorded on October 19, 1979 in the R.M.C. Office for Greenville County in Mortgage Book 1484 at Page 990 and corrected and re-recorded in said R.M.C. Office on November 26, 1979 in Mortgage Book 1489 at Page 389.

which has the address of Lot 83, Holly Tree 210 Mornington Court, Simpsonville, S.C. (Street) (City) 29681 (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 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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