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GREENVILLE, S.C.

FEB 3 9 59 AM '83

DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

BOOK 1593 PAGE 802

THIS MORTGAGE is made this 28th day of January 1983 between the Mortgagor, James C. Jernigan and Katherine S. Jernigan (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 Seventy Thousand and No/100 (\$70,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 28, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 2013

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:

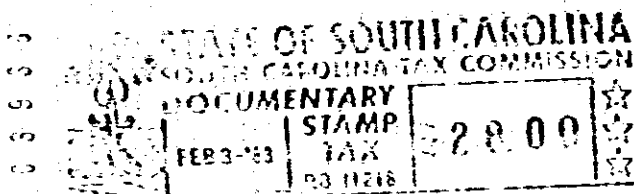
All that certain piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, being known and designaed as a portion of Lots 26 and 27 on plat of property of Augusta Park, property of M. C. Westervelt, Trustee, made by R. E. Dalton, Surveyor, November 1921, recorded in the RMC Office for Greenville County, South Carolina in Plat Book F Pages 22 and 23 and being known as Lot 6 on plat of revisions of Lots 25, 26, 27, 28, Augusta Circle made by Clifford C. Jones July 15, 1980, and having according to said last mentioned plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Waccamaw Avenue at the joint corner of Lots 6 and 7 and runs thence along the line of Lot 7, S. 71-35 E. 166.3 feet to an iron pin; thence N. 21-35 E. 66.66 feet to an iron pin; thence along the line of Lot 5, N. 71-35 W. 166.3 feet to an iron pin on the east side of Waccamaw Avenue; thence along said Avenue S. 21-35 W. 66.66 feet to the beginning corner.

This being the same property conveyed to the mortgagors by deed of John L. & Barbara R. Bruin recorded in Deed Book 1149 Page 162 on June 6, 1981.

See plat made by Freeland & Associates recorded in Plat Book 9-B at Page 80.

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which has the address of 11 Wacoamaw Avenue Greenville South Carolina 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 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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