

APR 27 10 56 AM '93
DONNIE S. TINSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 19th day of April 1983, between the Mortgagor, William E. Carroll and Mary M. Carroll (herein "Borrower"), and the Mortgagee, 1st State Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 305 N. Church Street, Spartanburg, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixteen Thousand and no/100 (\$16,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated concurrently (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, 1998

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 lot of land in the State of South Carolina, County of Greenville, located on the northern side of the Greenville Pelham Road, being shown and designated as Lot Number 1 on a final plat of Mountainbrook dated October 19, 1970, by Robert E. Rembert, recorded in the RMC Office for Greenville County in Plat Book 4-F at page 47, and according to said plat having the following courses and distances to-wit:

BEGINNING at an iron pin on the northern side of the Greenville Pelham Road, the joint front corner of Lots 1 and 2 and running thence with the common line of said Lots N. 2-26-30 E. 165.34 feet to an iron pin on the side line of Lot 3, the joint rear corner of Lots 1 and 2; thence running along the rear line of Lot Number 1 S 88-57-20 E. 90 feet to an iron pin, the joint rear corner of Lots 1 and 3; thence running with the common line of Lot Number 1 and property now or formerly owned by J. A. Tinsley, S. 2-26-00 W. 162.94 feet to an iron pin on the northern side of Greenville Pelham Road; thence running along Greenville Pelham Road S 89-51-30 W. 90 feet to an iron pin, the point of beginning.

This is that property conveyed to Mortgagor by deed of Ronald D. Dillard and Rachel S. Dillard by deed recorded December 1, 1980 in the RMC Office for Greenville County, South Carolina, in Deed Book 1138 at Page 120.

This is a second mortgage junior to that of Greer Federal Savings and Loan Association as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1400 at Page 924 in the original amount of \$29,200.00.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
06.40

which has the address of 1403 Pelham Road Greenville South Carolina 29615 (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.