

MORTGAGE

LONG, BLACK & GASTON S.C.

This form is used in connection with mortgages insured under the new four-family provisions of the National Housing Act.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE }
MAY 10 4 02 PM '83
RECORDED BY ASLEY

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE FIRST PAYMENT DATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: That we, JOHN F. GIGANTE and JOAN B. GIGANTE

of Greenville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto ALLIANCE MORTGAGE COMPANY

, a corporation organized and existing under the laws of the State of Florida, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of THIRTY NINE THOUSAND ONE HUNDRED AND NO/100 Dollars (\$ 39,100.00).

with interest from date at the rate of Twelve per centum (12.00 %) per annum until paid, said principal and interest being payable at the office of Alliance Mortgage Company Post Office Box 2259 in Jacksonville, Florida 32232 or at such other place as the holder of the note may designate in writing, in monthly installments of FOUR HUNDRED TWO AND 34/100 Dollars (\$ 402.34), commencing on the first day of March, 19 83 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 2013

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated 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, being shown and designated as Lot 3, Section 2, Carolina Heights, of plat recorded in the RMC Office for Greenville County in Plat Book BBB at Page 161, and having, according to a more recent survey prepared by Jones Engineering Service, dated November 17, 1982, entitled "property of John Gigante", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Theodore Circle at the joint front corners of Lots 3 and 4 and running thence along Theodore Circle, S. 47-48 W. 100.00 feet to an iron pin; thence with the line of Lots 2 and 3 S. 38-21 E. 161.4 feet to an iron pin; thence with the rear line of Lot 3, N. 42-33 E. 125.00 feet to an iron pin; thence with the line of Lot 4 N. 47-27 W. 150.00 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Carolyn R. Owens, formerly Carolyn R. Cole, dated March 18, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1122 at Page 294.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:
1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the manner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

SECTION 2 MY 10 83 4.0001