

Mortgagee's address: P. O. Box 1268, Greenville, S. C., 29602.

ATTN: COMMERCIAL LENDING DIVISION

MORTGAGE

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THIS MORTGAGE made this 22nd day of November 1983, between the Mortgagor, William S. Toussaint and Carolyn B. Toussaint (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION BANK, 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 Forty-Five Thousand and no/100 (\$45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 22, 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 November 21, 1984.

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 located in the County of Greenville, State of South Carolina and lying and being on the western edge of Moore Road and being shown as a 15.05 acre tract of land according to a plat entitled "Property of Perry McCarter" by C. O. Riddle, said plat being dated August 31, 1978 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the eastern edge of Moore Road and running thence crossing Moore Road, N. 65-12 W. 71.1 feet to a point in line of property now or formerly of Darrell R. and Karen H. Pervis; thence with the line of property now or formerly of Darrell R. and Karen H. Pervis the following courses and distances: N. 56-34 W. 75.07 feet to an iron pin; N. 39-17 W. 75.07 feet to an iron pin; N. 30-39 W. 908.4 feet to an iron pin; N. 25-38 W. 93.39 feet to an iron pin; thence turning and running N. 82-48 E. 489.87 feet to an iron pin; thence N. 74-42 E. 158.14 feet to an iron pin; thence N. 56-57 E. 253.7 feet to an iron pin on the western edge of Moore Road; thence with the western edge of Moore Road, S. 12-45 E. 248 feet, more or less, to a point; thence still with the western edge of Moore Road, S. 16-22 E. 323 feet to a point in the center of Moore Road; thence down Moore Road, S. 24-39 W. 432.9 feet to a point on the eastern edge of Moore Road; thence with the eastern edge of Moore Road, S. 25-59 W. 323.6 feet, more or less, to the point of beginning.

The above-described property is the same property conveyed to the mortgagor by deed of Perry J. McCarter and Mary E. McCarter, recorded July 6, 1983 in Deed Book 1191 at Page 770.

This is a second mortgage being junior in lien to a first mortgage covering the above-described premises, executed by Mortgagors to The Federal Land Bank of Columbia, Columbia, S. C., dated July 5, 1983 and recorded in the R.M.C. Office for Greenville County 1614, at Page 726.

which has the address of Route #15, Moore Road, Greenville, South Carolina, 29607. (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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