

FILED  
GREENVILLE CO. S. C.

SEP 28 11 45 AM '78

BOURNE S. TANNERLEY  
R.M.C.

1445 616

# MORTGAGE

THIS MORTGAGE is made this 27th day of September 1978, between the Mortgagor, Robert B. Carnevale and Martha R. Carnevale (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of South Carolina, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Five Thousand Nine Hundred and 00/100 (\$35,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 27, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2008

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 and lot of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the western side of Conestee Avenue and being known and designated as Lot No. 38 on plat of South Cherokee Park according to a plat recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book A at Page 130 and having the following metes and bounds, to-wit:

BEGINNING at a point on the western side of Conestee Avenue at the joint front corner of Lots 38 and 39 and thence with the common line of said lots, N. 63 W. 173 feet to a point on a ten (10) foot alley; thence with said alley, N. 27 E. 60 feet to a stake at the joint rear corner of Lots 37 and 38; thence with the common line of said lots, S. 63 E. 173 feet to a point on the western side of Conestee Avenue; thence with the western side of Conestee Avenue, S. 27 W. 60 feet to the point of beginning.

Also, all that piece, parcel and lot of land, situate, lying and being in the State and County aforesaid on the western side of Conestee Avenue, and being known and designated as the northeasterly portion of Lot 39 of South Cherokee Park Subdivision as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book A at Page 130 and having the following metes and bounds, to-wit:

BEGINNING at a stake on the western side of Conestee Avenue, on joint corner of Lots Nos. 38 and 39, and running thence along Conestee Avenue, S. 27 W. 20 feet to a stake; thence N. 63 W. (parallel with the joint boundary line between said lots) about 173 feet, more or less, to a stake on an alley; thence with said alley, N. 27 E. 20 feet to stake on joint corner of said two lots; thence with line of Lot No. 38, S. 63 E. about 173 feet, more or less, to the beginning corner.

Less, however, a two foot strip heretofore conveyed to and now or formerly owned by Irving L. Urch, et al, reference being made to Deed Volume 785 at Page 83, recorded in the R.M.C. Office for Greenville County, for the metes and bounds of said two foot strip.

The above described property is the same acquired by the Mortgagors by deed from Sixteen Enterprises, Inc., a South Carolina Corporation, recorded in the R.M.C. Office for Greenville County, South Carolina on September 27, 1978.

Poinsett Federal Savings & Loan Association  
203 State Park Road  
Travelers Rest, S. C. 29690

GC  
SE 28 78  
020

which has the address of 108 Conestee Avenue Greenville, S. C. 29605 (herein "Property Address");

OFFICE OF SOUTH CAROLINA  
DOCUMENTARY STAMP TAX  
\$ 14.30

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.

4328 RV-2