

# MORTGAGE

THIS MORTGAGE is made this 31st day of December 1980, between the Mortgagor, James C. Jernigan and Katherine S. Jernigan (herein "Borrower"), and the Mortgagee, American Service Corp. of S.C., a corporation organized and existing under the laws of South Carolina, whose address is 101 E. Washington Street Greenville, S.C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-two Thousand Six Hundred and 00/100 (\$32,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 31, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2011

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 unit situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 6-C of Yorktown Horizontal Property Regime, the Master Deed for which is recorded in the RMC Office for Greenville County in Deed Book 1131 at Pages 70 through 133, inclusive.

This is a portion of the property conveyed to the mortgagor by American Service Corporation of S.C. by deed dated December 31, 1980, and recorded simultaneously herewith.

SC70  
--- 1 DE 31 80

which has the address of Pelham Road Greenville S.C. 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 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.

4  
3  
8  
0

4328 RV.2