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BOOK 1588 PAGE 720

# MORTGAGE

THIS MORTGAGE is made this 12th day of November 19 82, between the Mortgagor, PAUL J. VERGARI and SARAH VERGARI (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 Thirty-Two Thousand and No/100 (\$32,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 12, 1982 (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, 2013. *J.V. PV.*

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, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 56 on a plat entitled Powderhorn, Section One, prepared by Piedmont Engineers & Architects, recorded in the RMC Office for Greenville County, S. C. in Plat Book 4X, at Page 95, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southeastern side of Canebreak Lane, said point being the joint front corner of Lots Nos. 55 and 56 and running thence with the common line of said lots, S. 40-31 E. 140.0 feet to a point at the joint rear corner of said lots; thence running S. 71-37 W. 155.80 feet along the rear line of Lot No. 56 to a point at the joint rear corner of Lots Nos. 56 and 57, and running thence with the common line of Lots Nos. 56 and 57, N. 8-32 E. 140.0 feet to a point on the southeastern side of said lane, said point being the joint front corner of Lots Nos. 56 and 57; thence with the southeastern side of said lane, N. 64-40 E. 40.0 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Anil N. Kumar dated November 18, 1982, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1178, at Page 827, on December 13, 1982.

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP TAX  
DEC 13 1982  
PB 11218  
12.80  
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which has the address of 305 Canebreak Lane Simpsonville (Street) (City)  
S. C. 29681 (herein "Property Address"); (State and Zip Code)

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.

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