

FILED TO **MORTGAGE**

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THIS MORTGAGE is made this 11 day of March 1984 between the Mortgagor J. Glenn Hannigan and Sue Ann Hannigan (herein "Borrower"), and the Mortgagee Freedlander, Inc. The Mortgage People Freedlander, Inc. a corporation organized and existing under the laws of Virginia whose address is 4020 West Broad Street, Richmond, Virginia 23230 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the amount of U.S. \$ 51441.60 which indebtedness is evidenced by Borrower's note dated March 8, 1984 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on March 14, 1994;

TO SECURE to Lender 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. 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 State of South Carolina, County of Greenville, being known and designated as Lot No. 128 of a subdivision known as Canebrake I, prepared by Enwright Associates Engineers dated August 18, 1975 and being recorded in the RMC Office for Greenville County in Plat Book 5P at page 28 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Kings Mountain Drive, joint front corner of Lots 128 and 129, running thence over the said line of said lots, S. 19-47 E. 161.86 feet to an iron pin; running thence N. 61-00 E. 70 feet to an iron pin at the joint rear corner of Lots 127 and 128; running thence S. 25-10 E. 163.81 feet to the joint front corner of Lots 127 and 128; thence down the northern side of Kings Mountain Drive, S. 63-28 W. 85 feet to the point of beginning.

This being the same property conveyed to J. Glenn Hannigan and Sue Ann Hannigan by deed of Jim Vaughn Associates, a South Carolina Partnership, dated October 10, 1979 and recorded October 11, 1979 in the Office of the R.M.C. for Greenville County in Deed Book 1113 at Page 408.

This mortgage is second and junior in lien to that certain mortgage given by the mortgagors to NCNB Mortgage Corporation in the original amount of \$42,000 dated October 10, 1979, and recorded in the Office of the RMC for Greenville County in Mortgage Book 1483 at Page 960, said mortgage having been assigned to State Mutual by assignment recorded October 11, 1979, in Mortgage Book 1483 at Page 960.

which has the address of 307 Kings Mountain Drive Greer South Carolina 29651 (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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