

STATE OF SOUTH CAROLINA
CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
RECI. 82
PB. 11218
18.92

BOOK 1588 PAGE 522

MORTGAGE
S. C.

DEC 11 1 23 PM '82

THIS MORTGAGE is made this Sixth day of December, 1982, between the Mortgagor, ROLAND LUPU (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 Forty Seven Thousand Two Hundred Eighty Six and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 6, 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 December 1, 1992.

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 piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing 4.00 acres, more or less, and having, according to a plat of the Property of C. R. Shook prepared by Carolina Surveying Company, dated March 7, 1978, and recorded in the RMC Office for Greenville County in Plat Book 6-R at Page 19, the following metes and bounds, to-wit:

BEGINNING at a railroad spike in the center of Holly Drive at the joint corner of property herein and property of John L. Kuykendall, which railroad spike is 605.3 feet southeast of the intersection of Holly Drive and Highway #50; running thence with the Kuykendall line N 4-25 W, 670.4 feet to an iron pin; thence N 86-44 E 255.9 feet to an iron pin; thence S 3-16 E 725 feet to an iron pin in the center of Holly Drive; thence with the center of said Drive N 85-38 W 150 feet to an iron pin; thence continuing with the center of said Drive N 72-57 W 100 feet to a railroad spike, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Pauline Bourget recorded in Deed Book 1081 at Page 855, June 23, 1978, in the RMC Office for Greenville County, South Carolina.

This being a second mortgage and junior in lien to that certain mortgage given to United Federal Savings and Loan Association of Fountain Inn, South Carolina as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1450 at Page 686 on November 20, 1978, dated November 15, 1978, in the original amount of \$22,000.00.

This mortgage, together with mortgage of even date, recorded in the RMC Office for Greenville County, South Carolina, in Book 1588 at Page 516 on December 11, 1982, are given as security for a Note in the total amount of Fifty Four Thousand Four Hundred Eighty Six and no/100 Dollars.

GCTO

3 DEC 10 82
CIT

which has the address of Route 2, Holly Drive, Pelzer,
[Street] [City]
SC 29669
[State and Zip Code] (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.

1050

4328 RV-21