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BOOK 1575 PAGE 860

# MORTGAGE

THIS MORTGAGE is made this 21st day of July, 1982, between the Mortgagor, James E. Carroll and Brenda T. Carroll, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of 21,293.32 Dollars, which indebtedness is evidenced by Borrower's note dated July 21, 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 August 1, 2000;

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 State of South Carolina, County of Greenville, near Simpsonville, South Carolina, and according to plat prepared by John L. Montgomery, III, dated June 15, 1982, and recorded in Plat Book Q-C, at Page 83 in the RMC office for Greenville County, S. C., said lot is known and designated as Lot No. 96 of "The Shoals" Subdivision and according to said plat is more particularly described as having the following measurements and boundaries, to-wit:

BEGINNING at a point on the northerly side of Pembroke Place Drive at the common front corner of the herein described lot and Lot No. 95; thence running along the common line of said lots and Lot No. 92 North 39-05-48 West 209.82 feet to a point; thence running along the common line of the herein described lot and property now or formerly of Chandler North 75-04-04 East 109.0 feet to a point; thence running along the common line of the herein described lot and Lot No. 97 South 27-05-03 East 174.42 feet to a point on the northerly side of Pembroke Place Drive; thence running along the northerly side of Pembroke Place Drive South 55-43-42 West 63.45 feet to the point of BEGINNING.

This conveyance is made subject to any and all easements and/or rights of way for roads, utilities, drainage, etc., as appear of record and/or on the premises and to any and all restrictions, covenants, or zoning ordinances affecting such property as appear of record.

The above described property is the same conveyed to the Mortgagors herein by Stanley M. Brown by Deed dated July 21, 1982 and recorded in Deed Book 1170, at Page 557 in the RMC office for Greenville County, South Carolina.

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which has the address of Route 3, The Shoals, Fork Shoals Road Simpsonville, South Carolina, 29681 (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.

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