

STATE OF SOUTH CAROLINA
RECORDED BY THE COMMISSIONER
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MORTGAGE
R.M.C.

BOOK 1594 PAGE 236

THIS MORTGAGE is made this 9th day of February 1983, between the Mortgagor, C. Michael Cornish and Anne W. Cornish (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 Twenty-five thousand five hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated February 2, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2003;

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, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Seabury Drive, being shown and designated as Lot No. 122 on plat of Merrifield Park, dated October 1967, prepared by C.O. Riddle, Surveyor, recorded in Plat Book 000 at Page 177, and being described, according to said plat, more particularly, to wit:

BEGINNING at an iron pin on the southern side of Seabury Drive at the joint front corner of Lots 121 and 122 and running thence along the common line of said lots S 1-40 W, 125 feet to an iron pin at the joint rear corner of said lots; thence S 76-55 E, 127.5 feet to an iron pin at the joint rear corner of Lots 122 and 123; thence along the common line of said lots N 1-40 E, 150.4 feet to an iron pin at the joint front corner of said lots on the southern side of Seabury Drive; thence along said drive N 88-20 W, 125 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Edward L. Chandler, III and Linda B. Chandler recorded March 27, 1978 in Deed Book 1075 at Page 987.

This mortgage is equal in lien priorities to that certain mortgage of C. Michael Cornish and Anne W. Cornish to Fidelity Federal Savings and Loan Association now known as American Federal Savings and Loan Association in the original amount of \$47,000.00 recorded December 20, 1978 in Mortgage Book 1453 at Page 515. Default in this mortgage also constitutes a default in that certain mortgage held by American Federal as sited above (Mortgage Book 1453 at Page 515). This mortgage is not assumable and the lender intends to exercise its rights under Paragraph XVII of this mortgage.

which has the address of 6 Seabury Drive, Greenville, SC (Street) (City) (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 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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