

GREENVILLE, S. C.

NOV 12 3 37 AM '82

DONNIE E. BANKERSLEY  
R.M.C.

# MORTGAGE

BOOK 1585 PAGE 728

THIS MORTGAGE is made this eleventh day of November 1982, between the Mortgagor, F. Towers Rice (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").

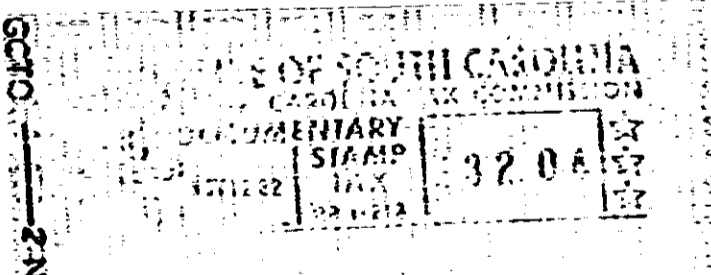
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Thousand One Hundred and No/100 (\$80,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 11, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 1997;

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 lot of land situate, lying and being at the north-eastern corner of the intersection of Rutherford Road and Piedmont Park Road near the City of Greenville, in the County of Greenville, State of South Carolina, and shown and designated as the property of Frank Towers Rice on a plat prepared by Carolina Surveying Co. November, 1982, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 91 at Page 30, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Piedmont Park Road at the joint corner of this property and property now or formerly of Jerry and Steve Lister, and running thence with the joint line of said properties N. 59-15 E. 150 feet to an iron pin; thence continuing with property now or formerly of Jerry and Steve Lister S. 23-07 E. 179 feet to an iron pin on the northern side of Rutherford Road, which iron pin is 38 feet from the center line of said road; running thence with the northern side of Rutherford Road S. 59-15 W. 140 feet to an iron pin at the intersection of said Road; running thence with said intersection N. 71-56 W. 13.2 feet to an iron pin on the eastern side of Piedmont Park Road; running thence with the eastern side of said Road N. 23-07 W. 169 feet to an iron pin, point of beginning.

THIS is a greater portion of the property conveyed to the Mortgagor herein by deed of Caper House, Inc., dated September 2, 1975, and recorded in the R.M.C. Office for Greenville County September 5, 1975, in Deed Book 1023 at Page 767. A portion of the property along Rutherford Road has since been transferred to the South Carolina Highway Department for widening said Road and the description herein excludes said right of way property.



which has the address of Rutherford Road and Piedmont Park Road Greenville (Street) (City) S. C. 29609 (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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