

FILED
FEB 11 4 57 PM '83
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

BOOK 1594 PAGE 540

THIS MORTGAGE is made this 11th day of February 1983, between the Mortgagor, Joseph A. McNider and Ann K. McNider (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-six Thousand and no/100's (\$46,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 11, 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 1st, 2013;

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 County of Greenville, State of South Carolina, being shown as Lot #27 on a Plat of Broadmoore, property of Joseph A. McNider and Ann K. McNider, said Plat being recorded of even date with this instrument, and having such courses and distances as follows:

Beginning at the joint front corner of Lot #27 and #26 on Holmsby Lane and running thence S. 15 - 42 E. 50.20 feet to an iron pin; thence S. 5 - 11 E. 59.94 feet to an iron pin at the joint front corner of Lots #27 and #28; thence S. 85 - 53 W. 139.60 feet to an iron pin; thence N. 33 - 48 W. 65.95 feet to an iron pin; and thence N. 68 - 03 E. 169.20 feet to the point of beginning.

This is the property conveyed to M. Diane Norvell by Deed of William J. Tennant and Ruth E. Tennant recorded in Book 1129 at Page 135 in the R.M.C. Office for Greenville County on July 15th, 1980, and hereby conveyed to the Mortgagors by Deed of M. Diane Norvell dated February 11, 1983, and recorded of even date with this instrument.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
FEB 11 1983
\$18.40

which has the address of 22 Holmsby Lane, Taylors, South Carolina 29687 (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.

SCRC
FEB 11 83
078

540

4328 RV-2