

FILED  
GREENVILLE  
AUG 25 1983

**MORTGAGE**

1983-1473

THIS MORTGAGE is made this 24th day of August 1983, between the Mortgagor, **CLAUDE D. DAVIS, JR. and CAROLYN B. DAVIS** (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 EIGHT THOUSAND EIGHT HUNDRED EIGHTY FOUR & 82/100** Dollars, which indebtedness is evidenced by Borrower's note dated **August 24, 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 **February 22, 1984**.

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 at the southeasterly intersection of State Park Road and Keystone Court, being shown and designated as Lot 7 on a plat entitled "FINAL PLAT POINTS NORTH" recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-X at Page 16, and having, according to said plat, the following metes and bounds, to-wit:**

**BEGINNING at an iron pin on the southeasterly side of State Park Road, joint front corner of Lots 7 and 8, and running thence with the common line of said lots, S. 28-06 E. 125 feet to an iron pin; thence S. 56-28 W. 170 feet to an iron pin on the northeast side of Keystone Court; thence with said Court, N. 28-06 W. 100 feet to an iron pin at the intersection of Keystone Court and State Park Road; thence with said intersection, N. 14-11 E. 37 feet to an iron pin on the southeasterly side of State Park Road; thence with said Road, N. 56-28 E. 145 feet to an iron pin, the point of beginning.**

This is the same property conveyed to the mortgagors herein by deed of **Doyle M. Moore, Jr. and Tok I. Moore**, dated **August 24, 1983**, and recorded herewith.

This is a second mortgage, junior in lien to that mortgage from **Doyle M. Moore, Jr. and Tok I. Moore** to **The Kissell Company**, dated **July 10, 1979**, and recorded **July 11, 1979**, in **Greenville County REM Volume 1473 at Page 140**.

which has the address of **Route #5, State Park Road, Greenville** South Carolina, **29690**. (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 and all claims, 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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