



Documentary Stamps are figured on the amount financed: \$37,068.84.

MORTGAGE

THIS MORTGAGE is made this 9th day of August 1983, between the Mortgagor, B. Phil Gillespie and Merri P. Gillespie (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 Thirty Nine Thousand Eight Hundred Forty One and 38/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 9, 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 13, 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 piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, on the northeastern side of Hampton Court and being known and designated as Lot 15, Section II, Wade Hampton Gardens, as shown on a plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book DDD at Page 55 and having according to said plat, the following metes and bounds:

BEGINNING at a point on the northeastern edge of Hampton Court at the joint front corner of lots 14 and 15 and running thence along a line of lot 14 N. 54-52 E. 220-2 feet to a branch; thence along the center of a branch as the line by the traverse line S. 41-55 E. 90.9 feet to a point; thence S. 47-33 W. 205.8 feet to a point on the northeastern edge of Hampton Court; thence along the northeastern edge of said court N. 41-09 W. 40.0 feet to a point; thence continuing along the northeastern edge of said court N. 50-45 W. 55.0 feet to a point; thence continuing along the northeastern edge of said court N. 53-28 W. 25.0 feet to the beginning corner, and being the same property conveyed by W. G. Raines to Johnny J. King and Sandra M. King by deed dated July 17, 1973 and recorded in said RMC Office in Deed Book 979 at Page 580 on July 23, 1973.

This is that same property conveyed by deed of Johnny J. King and Sandra M. King to B. Phil Gillespie and Merri P. Gillespie dated February 16, 1976 and recorded February 17, 1976 in Deed Volume 1031 at Page 658 in the RMC Office for Greenville County, SC.

which has the address of 10 Hampton Court, Greenville, SC 29609 (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.

