

FILED  
GREENVILLE  
SEP 21 2 11 PM '83

# MORTGAGE

THIS MORTGAGE is made this 20th day of September 1983, between the Mortgagor, Herman F. Dill, Jr. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 20, 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 October 30, 1988.

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 lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated on a plat entitled "Plat of Property of Herman Dill," dated February 11, 1977, by Terry T. Dill, Reg. C.E. & L.S., recorded in the R.M.C. Office for Greenville County in Plat Book 6-D at Page 18, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Oil Mill Road, S. 76-15 W. 38.6 feet from the center line of Pendleton Road; and running thence S. 00-25 E. 244 feet to a point on the northern edge of the right-of-way of Southern Railroad; thence with said right-of-way, S. 88-55 W. 126 feet to a point; thence N. 02-26 W. 213.6 feet to a point at the center line of Oil Mill Road; thence with the center line of Oil Mill Road, N. 76-15 E. 127.4 feet to the point of beginning.

This being a portion of that property conveyed to Herman F. Dill, Jr. by deed of Meta S. Dill recorded in the R.M.C. Office for Greenville County, South Carolina, on July 14, 1977, in Deed Volume 1060 at page 539.

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which has the address of 315 Pendleton Road, Greenville, South Carolina 29611 (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.

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