

GREENVILLE, S.C.  
MAY 25 4 06 PM '83  
DONNIE S. TAYLOR  
R.M.C.

90-1638-100 69

# MORTGAGE

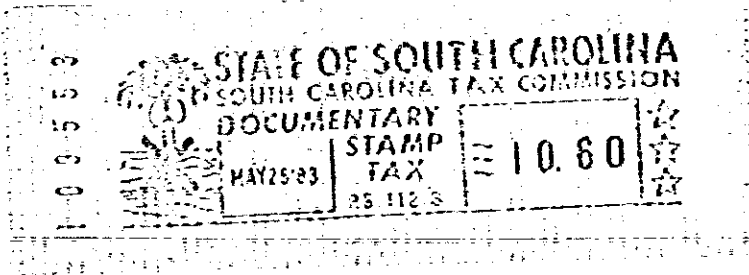
THIS MORTGAGE is made this 20th day of May 1983, between the Mortgagor, HORACE DAVID GILLIAM, JR. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-SIX THOUSAND FIVE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 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 June 1, 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 piece, parcel or tract of land lying in the State of South Carolina, County of Greenville, being shown and described on a plat entitled "Property of Horace David Gilliam, Jr." dated May 20, 1983, prepared by Carolina Surveying Company, R. B. Bruce, RLS, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 9-1 at Page 15 and having according to said plat the following metes and bounds, to-wit: BEGINNING at an old railroad spike the center line of Garrison Road (Sandy Springs Road) and running thence along the center line of Garrison Road S. 74-43 W. 89.6 feet to an old nail in the center line of Garrison Road; thence along property now or formerly of H. D. and Daphne Gilliam N. 19-03 W. 300.1 feet to an old iron pin; thence along property now or formerly of Ruth G. Jones, Trustee, N. 74-43 E. 89.6 feet to an old iron pin; thence along property now or formerly of Bobby and Norma Roberts S. 19-03 E. 300.1 feet to an old railroad spike in the center line of Garrison Road (Sandy Springs Road), the point of beginning.

This being the same property conveyed to Horace David Gilliam, Jr. and Donna M. Gilliam by deed of H. D. Gilliam dated May 29, 1973 and recorded in the RMC Office for Greenville County, South Carolina on May 31, 1973 in Deed Volume 975 at Page 725. Donna M. Gilliam conveyed her one-half undivided interest in and to said property to Horace David Gilliam, Jr. by deed dated May 9, 1975 and recorded in the RMC Office for Greenville County, South Carolina on May 15, 1975 in Deed Volume 1018 at Page 291.



which has the address of Rt. 3, Box 338, Pelzer, S.C. 29669 (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.

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