

FILED  
GREENVILLE  
JUN 3 4 15 PM '83  
DONNIE R. M. C. WADLEY

BOOK 1610 PAGE 30

# MORTGAGE

THIS MORTGAGE is made this 3rd day of June, 1983, between the Mortgagor, Joe Allen Cornwell and Amy L. Cornwell (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-Eight Thousand Nine Hundred Fifty and 00/100 (\$38,950.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 3, 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 July 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 certain piece, parcel, or lot of land, with all improvements thereon, situate, lying and being in the City of Greenville, Greenville County, South Carolina, on the northern side of Catechee Road and being known and designated as Lot 76 of Cherokee Park as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book C at Page 96, and having the following metes and bounds according to a more recent plat thereof entitled "Property of Carl A. Shipman, Jr., and Rebecca R. Shipman" dated August 5, 1980, prepared by Carolina Surveying Co.:

BEGINNING at an iron pin on the northern side of Catechee Road at the joint front corner of lots 76 and 75 and running thence with the line of lot 75, N 14-15 W 187 feet to an iron pin at the joint rear corner of lots 76 and 75; thence N 75-45 E 60 feet to an iron pin at the joint rear corner of lots 76 and 77; thence with the line of lot 77, S 14-15 E 186 feet to an iron pin at the joint front corner of lots 76 and 77 on the northern side of Catechee Road; thence with the northern side of Catechee Road S 74-30 W 60 feet to the point of beginning.

This conveyance is subject to all restrictions, zoning ordinances, setback lines, roads or passageways, easements and rights of way, if any, affecting the above described property.

This is the same property conveyed to the Mortgagors herein by general warranty deed of Carl A. Shipman, Jr., and Rebecca R. Shipman recorded in the RMC Office for Greenville County on June 3, 1983 in Deed Book 1189 at Page 661.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP TAX  
JUN 27 1983  
\$ 15.60

which has the address of 16 Catechee Street, Greenville, [City]  
[Street]  
SC 29605 (herein "Property Address");  
[State and Zip Code]

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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