



MORTGAGE

THIS MORTGAGE is made this 31st day of May 1983 between the Mortgagor, Timothy D. Jenkins and Shirley B. Jenkins (Same As Tim Jenkins) (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 four thousand two hundred thirteen and 84/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 31, 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 20, 1990

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: Timothy D. Jenkins and Shirley B. Jenkins, their heirs and assigns forever:

ALL that certain piece, parcel or 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 known and designated as Lot W-9 on Plat of property of Whippoowill Development Co., Inc., said plat being recorded in the RMC Office for Greenville County in Plat Book 4-L, Page 151, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING At a point on the westerly side of Scuffletown Road at joint front corner of Lots W-9 and W08, running thence S. 71-09 W. 223.4 feet to point; thence town Road; thence S. 20-13 E. to point of beginning.

The above-described property is conveyed subject to all restrictions, rights-of-way and easements of record or on the ground affecting said property.

This is the same property conveyed be deed of Fidelity Federal Savings & Loan Association, unto Timothy D. and Shirley B. Jenkins, dated 8-23-74, recorded 8-27-74, in volume 1005, at page 704, of the RMC Office for Greenville County, Greenville, South Carolina.

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which has the address of Rt. 2 Box 331 Scuffletown Road Fountain Inn, South Carolina 29644 (herein "Property Address");
[Street] [City]
(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 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.

4328-W-23