

GREENVILLE
JUN 30 1983
DONALD R. ...

800 1313 873

MORTGAGE

THIS MORTGAGE is made this 30th day of June, 1983, between the Mortgagor, BOBBY L. KINDLEY AND CAROLYN Y. KINDLEY (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, F.S.B., a corporation organized and existing under the laws of of the United States of America, whose address is P.O. Box 1268, Greenville, South Carolina 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Thousand and No/100 (\$70,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 30, 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 piece, parcel or lot of land situate, lying and being on the southwestern side of Cobblestone Road, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 17 on a plat entitled "Brookfield West, (Section 1)", recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C, at page 19, and having according to a more recent plat entitled "Property of Bobby L. Kindley and Carolyn Y. Kindley", prepared by Freeland & Associates, dated June 29, 1983, the following metes and bounds:

BEGINNING at an iron pin on the southwestern side of Cobblestone Road, at the joint front corner of Lots Nos. 16 and 17, and running thence with the line of Lot No. 16 S. 76-32 W. 137.30 feet to an iron pin; thence N. 50-11 W. 50.30 feet to an iron pin in the line of Lot No. 18; thence with the line of Lot No. 18 N. 39-49 E. 153.13 feet to an iron pin on the southwestern side of Cobblestone Road; thence with the curve of the southwestern side of Cobblestone Road, the chord of which is S. 32-09-52 E. 139.25 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of William M. Hitchens, dated June 30, 1983, and recorded in the RMC Office for Greenville County in Deed Book 1191, at page 509, on June 30, 1983.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP TAX
28.00

which has the address of 50 Cobblestone Greenville, South Carolina (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.

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