

REF NV FILED

1641-441

JUL 17 1 03 PM '83  
JUN 17 1 03 PM '83  
R.M.L.

# MORTGAGE

THIS MORTGAGE is made this 14th day of July 1983, between the Mortgagor, John H. Bearden

(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 Three Thousand Three Hundred~~ ~~( \$33,333.33 )~~ ~~Thirty Three and 33/100~~ Dollars, which indebtedness is evidenced by Borrower's note dated July 14, 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 as stated in note

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 in the State of South Carolina, County of Greenville, on the eastern side of Foxcroft Road, being shown and designated as Lot 2 on a plat of Section 1, Carter's Grove, recorded in the RMC Office for Greenville County in Plat Book 4-R, Page 99 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Foxcroft Road at the joint front corner of Lots 1 and 2 and running thence with the joint line of said lots S. 80-05 E. 170 feet to an iron pin at the joint rear corner of Lots 1 and 2; thence with the rear line of Lot No. 2, S. 10-31 W. 93 feet to an iron pin at the joint rear corner of Lots 2 and 3; thence with the joint line of said lots N. 78-24 W. 170.7 feet to an iron pin on the eastern side of Foxcroft Road; thence with Foxcroft Road N. 12-08 E. 25 feet to an iron pin; thence continuing with the eastern side of Foxcroft Road N. 10-31 E. 63 feet to the point of beginning.

This is the same property conveyed to the mortgagor by deed of Roy Lee Cashwell, Jr. and Nancy P. Cashwell recorded in the RMC Office for Greenville County in Deed Book 1130 at page 92 on July 31, 1950.

which has the address of Lot 2, Foxcroft Road Greenville, S. C. (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 herein conveyed and has the right to mortgage, grant and convey the Property, that the Property is unincumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any and all claims, liens, mortgages or restrictions listed in a schedule of exceptions to coverage in any title insurance policy covering Lender's interest in the Property.

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