



BOOK 1628 PAGE 360

Documentary Stamps are figured on the amount financed: \$ 30,000.00

# MORTGAGE

THIS MORTGAGE is made this 17th day of August 1983, between the Mortgagor, Donald P. Boyd and Janice D. Boyd (same as Donald Palmer Boyd and Janice Durham Boyd) (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 Fifty Seven Thousand Eight Hundred Ninety Two and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 17, 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 September 1, 1993

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 located in the State of South Carolina County of Greenville, in Chick Springs Township, being known and designated as Lot No. 37 on a plat of River Downs, dated July 19, 1974, recorded in the RMC Office for Greenville County in Plat Book 4-R, Page 76, and having the following courses and distances, to-wit:

BEGINNING at a point on the Eastern side of Shetland Way, and running thence along the line of Lot No. 38 N. 40-00 E. 255.01 feet to a point; thence S. 50-30 E. 110.0 feet to a point at the joint corner of Lots 36 and 37; thence along the line of Lot 36 S. 40-00 W. 255.0 feet to a point on Shetland Way; thence N. 50-30 W. 110 feet to the point of beginning.

This is that same property conveyed by deed of Blanche Eugenia Hudson unto Donald Palmer Boyd and Jancie Durham Boyd dated February 28, 1978 and recorded March 1, 1978 in Deed Volume 1074 at Page 520 in the RMC Office for Greenville County, SC.

which has the address of 204 Shetland Way, Greer, SC 29651 (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 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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