ATTN: COMMERCIAL
LENDING DIVISION FILED CO.S.C.
CREENVILLE CO.S.C.

## **MORTGAGE**

THIS MORTGAGE is made this?

26th day of October

19.83. between the Mortgagor, Charles E. Anderson

(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 FAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety Thousand and No/100 (\$90,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated. October 26, 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 December 1, 1988

All that certain piece, parcel, tract or lot of land in the County of Greenville, State of South Carolina, in Saluda Township near Travelers Rest, containing 10.0 acres and shown on Plat of Property of Charles E. Anderson and Terry K. Anderson prepared by W. R. Williams, Jr., Engineer/Surveyor, dated March 6, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 6P, at Page 50, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an old iron pin in the right of way of Mitchell Heights Road, such iron pin being 1/4 mile from Tilley Road and running thence N 30-30 W 28.3 feet to a point, the POINT OF BEGINNING: from the Point of Beginning running down Mitchell Heights Road S 60-59 W 102.6 feet to a nail and cap, thence S 53-31 W 163.4 feet to a nail and cap, thence S 70-39 W 100.0 feet to a nail and cap; thence turning and running N 11-16 E 1224.2 feet to a point along Weir's Creek; thence turning and running along such creek, the courses distances of which are S 70-11 E 19.5 feet, S 35-11 E 287.0 feet, S 56-56 E 300.2 feet, S 19-36 E 256.9 feet, to an old iron pin corner of property now or formerly of Drobnick; thence turning and running S 48-54 W 553.8 feet to a point along the side of Mitchell Heights Road; thence along the side of Mitchell Heights Road; thence along the side of Mitchell Heights Road, the Point of Beginning.

This is part of the same property conveyed by J. D. Casteel to Charles E. Anderson by deed dated June 20, 1977 and recorded in the Greenville R.M.C. Office at Volume 1059, page 119.

This property is subject to existing easements, restrictions, and rights-of-way upon or affecting said property.

which has the address of ... Route 3, Box 360C, Mitchell Heights Road, Travelers Rest, [Street]

SC 29690 (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 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.

SOUTH CAROLINA --- 1 to 4 family - 6/75 - FNMA/FHLMC UNIFORM INSTRUMENT

1 P132 2-84

[4328-RV.2]