

FILED
NOV 25 1983
S. C. DEED

1037 33

MORTGAGE

Collateral charges are figured on the amount loaned \$ 14,546.50

THIS MORTGAGE is made this Fourteenth day of October, 1983, between the Mortgagor, Milton L. And Carol J. Harvey (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 Seven Thousand Eight Hundred, Fifty Five and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated Oct. 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 November 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 situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Spruce Street, near the City of Greenville, being shown as Lot 13, Block I, on a plat of Woodville Heights recorded in Plat Book "K" at page 274 and described as follows:

BEGINNING at a stake on the western side of Spruce Street 348.8 feet north from Poplar Street at the corner of Lot 12 and running thence with the line of said lot, N. 87-00 W. 219.7 feet to a stake at the corner of Lot 5; thence with the line of said lot, N. 3-00 W. 80 feet to a stake at corner of Lot 14; thence with the line of said lot, S. 82-00 E. 217 feet to a stake on Spruce Street; thence with the western side of Spruce Street, S. 3-00 W. 80.2 feet to the beginning corner.

This is the same property conveyed by deed of Arnold D. Campbell to Milton L. Harvey, dated January 7, 1967 and recorded January 9, 1967 in the REC Office for Greenville County in Deed Volume 811 at page 589.

which has the address of 309 Spruce St. Greenville (City)
SC 29611 (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 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.

SC 115-412-11 5-75 FNVA FNLMC UNIFORM INSTRUMENT

4.0001

RECORDED

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