



# MORTGAGE

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THIS MORTGAGE is made this 1st day of December 1983, between the Mortgagor, John H. And Shirley R. Edwards (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB, 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 One Hundred Twenty Two Thousand, Eight Hundred Ninety Nine and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 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, 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 the certain piece, parcel, or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, at the southwestern corner of the intersection of Westcliffe Way and Willenhall Lane in Greenville Township, being shown as Lots 18 and 19 on a plat of Westcliffe recorded in plat book XX, at pages 168 and 169, and when described as a whole, has the following metes and bounds, to wit:

Beginning at an iron pin on the southeastern side of Westcliffe Way at the joint front corner of Lots Nos. 19 and 20 and running thence with the line of Lot No. 20, S. 33 E. 150 feet to a pin; thence with the rear line of Lots Nos. 24 and 17, N. 57 E. 250 feet to a pin on Willenhall Lane; thence with the western side of Willenhall Lane, 125 feet to a pin; thence with the curve of the intersection of Willenhall Lane and Westcliffe Way; thence with the southern side of Westcliffe Way, S. 57 W. 225 feet to the point of the beginning.

This being the same property conveyed to J.D. Stargel by deed of Wayne L. Rich recorded in the RMC office for Greenville County on May 18, 1966, in Deed Book 798, page 408. Thereafter, J.D. Stargel died testate in Greenville County on July 21, 1974, leaving everything to his wife, Mary Ellen Messer Stargel, the Grantor herein, as shown in the Probate Judges' Office for Greenville County in Apartment 1348, File 21.

As a part of the consideration herein Grantees assume mortgage to Fidelity Federal Savings & Loan Association in original amount of \$28,000.00 recorded May 18, 1966, MtgBook 1031, page 317, having present balance of \$12,016.31.

This is the same property conveyed by deed of Mary Ellen Messer Stargel unto John H. & Shirley R. Edwards, dated June 6th, 1980, recorded in the RMC Office for Greenville County, Volume 1127, page 115.

which has the address of 103 Westcliffe Way Greenville SC 29611 (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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