` ₹ co. **s. c**. GREEN

4 29 PH '80 DONNIE S. TANKERSLEY R.M.C

This instrument was prepared by: Robert L. Wylie, III Attorney at Law Greenville, S.C.

MORTGAGE

(Renogotiable Rate Mortgage)

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James T. Stewart and Suzanne I. Stewart and the Mortgagee, AMERICAN SERVICE CORPORATION organized and existing under the laws of the United States whose address is 101 E. Washington Street Greenville , SOUTH CAROLINA .. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY. FOUR THOUSAND FOUR HUNDRED, &NO/100 Dollars, which indebtedness is evidenced by Borrower's note date . October . 6 .. . 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original Note), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on . October . 1. ...2010.....;

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

ALL that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, being known and designated as Lot No. 161 on a plat of Powderhorn Subdivision, Section 3, recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 4, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Manassas Drive at the joint front corner of Lots 160 and 161 and running thence with the edge of Manassas Drive N. 67-58-30 E. 70 feet to an iron pin; thence continuing with Manassas Drive N. 78-01 E. 15 feet to a point at the joint front corner of Lot 161 and 162; thence with the joint line of said lots S. 16-42 E. 123.7 feet to an iron pin at the joint rear corner of Lots 161 and 135; thence with the joint line of said lots S. 67-58-30 W. 72.64 feet to an iron pin at the joint rear corner of Lots 160 and 161; thence with the joint line of said lots N. 22-01-30 W. 125.75 feet to an iron pin being the point of BEGINNING.

This is the same property conveyed to the mortgagors by deed of American Service Corporation dated October 6, 1980 and recorded October 7, 1980, R.M.C. Office for Greenville County, S.C.

which has the address of 218 Manassas Drive

.. (herein "Property Address"); ... South · Carolina · · 29681 (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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JULY, 1980