



44344

MORTGAGE

BOOK 1537 PAGE 637

THIS MORTGAGE is made this 18th day of MARCH 1981 between the Mortgagor, BROADUS A. ASKEW AND SHIRLEY H. ASKEW (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TEN THOUSAND ONE HUNDRED SEVEN AND 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated MARCH 18, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 1986.

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as Lot No. 82, Berea Forest, Sec. 2, on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4N, at pages 76 and 77, and having, according to said plat, the following courses and distances to wit:

BEGINNING at a point of Riverwood Circle, joint front corner of Lots Nos. 81 and 82, and running thence S. 29-05 E. 75 feet to a point; thence S. 15-55 W. 35.35 feet to a point on the edge of Wilma Drive; thence with said Drive S. 60-55 W. 105.0 feet to a point, joint corner of Lots Nos. 82 and 83; thence with common line of said lots No. 29-05 W. 100 feet to a point; thence N. 60-55 E. 130 feet to a point on the edge of Riverwood Circle, the point of beginning.

Being the identical property conveyed to the Grantee herein by deed from Fidelity Federal Savings and Loan Association, recorded in the RMC Office for Greenville County, SC, in deeds book 1038, at page 812.

This conveyance is made subject to any and all existing reservations, easements, right of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

This is the same property conveyed by deed of the United Guaranty Residential Insurance Company of N. C. by deed dated 7/19/76, recorded 8/4/76 in volume 1040, page 685 of the RMC Office for Greenville County, SC.

which has the address of 1 RIVERWOOD CIRCLE GREENVILLE (Street) (City) S. C., 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 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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