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BOOK 1543 PAGE 704

# MORTGAGE

THIS MORTGAGE is made this 26th day of May 1981, between the Mortgagor, William D. Arrington and Francis B. Nicholson (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 Eight thousand, two hundred, ninety two and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 26, 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 July 1, 1985.

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 piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, situate, lying and being on the northern side of Mountain View Avenue and being shown and designated as being all Lot No. 19 and part of Lot No. 20 on a plat entitled "Buist Circle" recorded in the RMC Office for Greenville County in Plat Book C at page 10 and having according to a survey the following metes and bounds, to-wit:

Beginning at a point on the northern side of Mountain View Avenue, 250 feet from the northwestern corner of the intersection of Mountain View Avenue and Townes Street, said point being 1 inch east of the west edge of a stone pier; thence along the northern side of said Mountain View Avenue, S. 80-20 E. 75 feet to an iron pipe; thence N. 09-43 E. 222.7 feet to a point on the southern side of a 10-foot alley or street (iron pin set back 15 feet from the south edge of the alley for a distance of 107.7 feet from the northern side of Mountain View Avenue); thence along the southern side of said alley or street, N. 72-54 W. 75.7 feet to a point; thence S. 09-43 W. 15 feet to an iron pipe; thence continuing in the same direction, S. 09-43 W. 217.5 feet to the point of beginning.

Being the same property conveyed to the Grantor and his Wife by deed of John D. Mullen dated June 9, 1978, recorded in the RMC Office for Greenville County, SC in deed book 1080 at page 848, the said Wife having conveyed to Grantor her undivided one-half interest in and to said property by deed dated February 29, 1980 recorded in said RMC Office for Greenville County, SC in deed book 1121, at page 736.

This is the same property conveyed by deed of Cecil L. Duffie, Jr., dated and recorded 4/10/80 in volume 1123, page 737, of the RMC Office for Greenville County, SC.

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which has the address of 108 W. Mountain View Ave., Greenville, SC 29609 (herein "Property Address");

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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