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AMMERSLEY

## **MORTGAGE**

THIS MORTGAGE is made this	4th	day of	September
THIS MORTGAGE is made this 19 between the Mortgagor, James	s H. Hicks an	d Mildred C.	Hicks
	(herein "Borro	wer"), and the Mortg	gagee,
AMERICAN FEDERAL SAVINGS AND	LOAN ASSOCIATI	<u>ON</u> , а согра	oration organized and existing
under the laws of SOUTH CAROLIN	<u>\$A</u>	whose address is.	<u> 101 EAST WASHINGTON</u>
STREET, GREENVILLE, SOUTH CARC	)LINA		. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eleven thousand, Six hundred, Seventy-six and 00/100------Dollars, which indebtedness is evidenced by Borrower's note dated August 10, 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 September 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 in Greenville Township, Greenville County, State of South Carolina, known and designated as Lot No. 61 of the City View Subdivision, Block "A", as shown by plat of same recorded in the RMC Office for Greenville County in Plat Book "A", at Page 461, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Henderson Street, joint front corner of Lots Nos. 60 and 61, and running thence with the common line of said lots, N. 89 1/2 W. 150 feet to an iron pin on the Eastern side of a ten-foot alley as shown on said plat; thence along said alley, S. 00-30 W. 50 feet to an iron pin, joint rear corner of Lots Nos. 61 and 62; thence with the common line of said lots, S. 89 1/2 E. 150 feet to an iron pin on the Western side of Henderson Street; thence running with said Street, N. 00-30 E. 50 feet to an iron pin, the point of beginning.

This is the same property conveyed to James H. Hicks and Mildred C. Hicks by deed dated September 4, 1981, of Harley Moody, Carey Moody, Elizabeth M. Caldwell, Catherine M. Gillespie, Martha M. Tucker, Hazel M. Hampton and Lynnette R. Bogan which is being recorded simultanteously herewith in Deed Book 154, at Page 769.

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 for the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the 'Property'.

Borrower covenants that Borrower is lawfully saised 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 defarations, casements 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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