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# MORTGAGE

JOHN J. ALBERT  
R.M.C.

THIS MORTGAGE is made this 24th day of November 1981, between the Mortgagor, Stephen H. Davis (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 Nine thousand nine hundred seventy two Dollars, which indebtedness is evidenced by Borrower's note dated November 24, 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 January 14, 1987;

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 lot of land situate on the east side of Windfield Road and on the north side of Shelburne Road, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 12 on plat of Section A of Gower Estates, made by Dalton & Neves, Engineers, January 1960, recorded in the RMC Office for Greenville County, South Carolina, in plat book QQ at pages 146 & 147, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the east side of Windfield Road at joint front corner of Lots 12 and 13, and running thence along the line of Lot 13, N. 74-33 E. 177 feet to an iron pin on the center of a branch; thence along the center of the branch (the traverse line being S. 2-46 E. 116.8 feet) to an iron pin in the center of said branch on the north side of Shelburne Road; thence along Shelburne Road, S. 76-54 W. 65.4 feet to an iron pin; thence continuing along Shelburne Road due West, 65 feet to an iron pin; thence with the curve of Shelburne Road and Windfield Road (the chord being N. 49-25 W. 41.6 feet) to an iron pin on the east side of Windfield Road; thence with Windfield Road N. 15-50 W. 59.4 feet to the beginning corner.

This is the same property conveyed to Stephen H. Davis and Sharon M. Davis by John J. Albert and Dolores E. Albert by deed dated 11/28/77 recorded 12/5/77 in deed vol. 1069 at page 600. Subsequently Sharon M. Davis conveyed her interest to Stephen H. Davis by deed dated Nov. 24, 1981 to be recorded herewith.

which has the address of 133 Windfield Road, Greenville, South Carolina, 29607 (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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