

Documentary Stamps are figured on  
the amount financed \$35,020.04

BOOK 1585 PAGE 809

GR: ... F. ED. C. S. C.

# MORTGAGE

NOV 12 4 14 PM '82

DONNIE TANKERSLEY

THIS MORTGAGE is made this 10th day of November 1982, between the Mortgagor, Edgar D. Pouch

(herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-six thousand, two hundred, twenty-eight and 74/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 10, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 8, 1983

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 2 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 \_\_\_\_\_ State of South Carolina:

ALL that lot of land in Greenville County, South Carolina, known and designated as Lot number one (1) as shown on a plat entitled Chanticleer Townhouses, Phase I, made by Webb Surveying and Mapping Company, dated July, 1979, and recorded in the RMC Office for Greenville County in Plat Book 7C at Page 70, and is subject to and includes all the terms, provisions, conditions, covenants, restrictions, rights, privileges, obligations, rules and regulations as promulgated from time to time by the Homeowner's Association, easements, and liens contained in the Declaration of Covenants and Restrictions for Chanticleer Townhouses Property Owner's Association, Inc., dated October 10, 1979, recorded in the RMC Office for Greenville County in Deed Book 1113, at Page 319. Specifically included among the provisions of those covenants is the responsibility that the Mortgagor herein pay to the Association (1) Annual assessments or charges,\*with such interest thereon and costs of collection therefor as provided in the covenants shall be a charge and continuing lien on the land and all improvements thereon against which each such assessment is made. These assessments shall also be the personal obligation of the Mortgagor hereunder.

This being the same property conveyed to the Mortgagor by deed from Chanticleer Townhouses, Inc. dated November 12, 1982, and recorded November 12, 1982, in the RMC Office for Greenville County in Deed Book 1177 at page 190.

\* (2) Special assessments as set forth in the covenants, and that these assessments together (continued above)

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which has the address of Lot 1, Chanticleer Townhouses, Greenville South Carolina (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 seized 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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