

RECORDED  
JAN 24 1983  
SOUTH CAROLINA

Documentary Stamps are figured on  
the amount financed: \$ 12,060.84  
SECOND

3091 1592 PAGE 633

# MORTGAGE

THIS MORTGAGE is made this 31 day of December 19 82, between the Mortgagor, Robert S. Phifer and Deborah Phifer (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 Twelve thousand six hundred ninety five and 27/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 31, 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 May 6, 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 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, State of South Carolina and known and designated as Lot No. 42 of a subdivision known as North Park, plat of which is recorded in the RMC Office for Greenville County in Plat Book K at pages 48 and 49 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of North Park Drive at the joint corner of Lots Nos. 42 and 43 and running thence N. 19-06 E., 167.5 feet to an iron pin in the line of Lots Nos. 38, 39, and 43; running thence with Lot 39, S. 68-34 E., 60 feet to iron pin in the line of Lots 39, 40, 41 and 42; running thence with the line of Lot No. 41, S. 19-06 W., 167.5 feet to an iron pin on North Park Drive; running thence with said drive, N. 68-34 W., 60 feet to an iron pin, point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Nis C. Nielsen and Katrina Nielsen of even date to be recorded herewith.

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagor promises to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagor fails to pay it.

This is the same property conveyed by deed of Nis C. Nielsen III and Katrina Nielsen dated May 10, 1978 and is recorded in the RMC Office of Greenville County in Book 1431 at page 623.

which has the address of 21 North Park Drive, Greenville S.C. 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.

SOUTH CAROLINA—1 to 4 Family—6/75—FNMA/FHLMC UNIFORM INSTRUMENT

# 01-051254-68 \$ 12,060.84

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3091 1592 0.00

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