

Documentary Stamps are figured on the amount financed: \$ 42,145.88

MORTGAGE

THIS MORTGAGE is made this sixteenth (16th) day of February 1983, between the Mortgagor, Johnnie E. Freeman, Jr. and Shirley T. Freeman (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 Forty Three Thousand, Eight Hundred Eight and 62/100 (\$43,808.62) Dollars, which indebtedness is evidenced by Borrower's note dated February 16, 1983 (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 17, 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 lot of land in the County of Greenville, State of South Carolina, in Chick Springs Township, shown as 0.85 acres, more or less, on plat of property of Jerry L. Suggs, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-K, at Page 138, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Kimberly Drive, at the corner of Wallace James, 825.6 feet south of South Carolina Highway 253 and running thence S. 63-57 E. 109.5 feet to an iron pin; thence S. 3-30 W. 125 feet to an iron pin; thence S. 5-17 W. 140 feet to an iron pin; thence N. 82-30 W. 73.1 feet to an iron pin; thence N. 45-40 W. 50.2 feet to an iron pin; thence N. 36-50 W. 84 feet to an iron pin on Kimberly Drive, thence with said Drive as follows: N. 10-44 E. 51.9 feet; N. 37-36 E. 90 feet; N. 8-31 E. 79.7 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Ronald J. Shirley dated August 14, 1979, recorded August 15, 1979, in Deed Vol. 1109 at Page 440, in the RMC Office for Greenville County, South Carolina.

which has the address of Route #5, Kimberly Drive, Travelers Rest, South Carolina 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 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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