

**MORTGAGE**

FILED  
GREENVILLE CO. S. C.  
APR 1 11 46 AM '83  
DONNIE S. RUSSELL  
THIS MORTGAGE is made this 31st day of March 1983, between the Mortgagor, Jerry D. Shive and Marsha C. Shive (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").

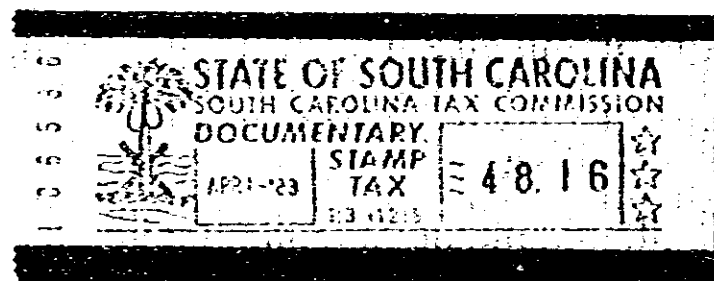
WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Twenty Thousand Four Hundred and No/100 (\$120,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 31, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2013.

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 of lot of land situate, lying and being known and designated as Lot No. 58 of a subdivision known as "Club Forest" as shown on plats recorded in the RMC Office of Greenville County in Plat Book 9F at Pages 15, 16, and 17 and according to a more recent plat entitled "Club Forest, Lot 58, Property of Jerry D. Shive and Marsha C. Shive" by Freeland and Associates dated March 24, 1983, the following metes and bounds:

BEGINNING at an old iron pin on Michaux Drive which point is 352.5 feet +/- from Paris Road and running thence along Michaux Drive N 04-51 E 52.64 feet to an old iron pin thence N 14-44 E 45.50 feet to an old iron pin; thence leaving said road and turning and running along the line of Lot 59 N 85-02 W 198.51 feet to an old iron pin; thence turning and running N 04-58 E 25.14 feet to an old iron pin; thence N 03-19 E 72.37 feet to an old iron pin; thence turning and running along the line of Lot 57 S 85-02 E 208.21 feet to the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by Deed of Custom Home Associates, a General Partnership, dated March 24, 1983, and recorded April 1, 1983, in the Greenville County RMC Office in Deed Book 1185 at Page 467.



which has the address of 206 Michaux Drive Greenville, SC 29605 (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.