

FILED
GREENVILLE, S.C.
APR 12 9 54 AM '83
DONNIE S. ...
R.M.C.

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MORTGAGE

THIS MORTGAGE is made this 4 day of April, 1983, between the Mortgagor, Kenneth A. Phillips (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 Twenty-four thousand, seven hundred, fifty-seven-and-20/100 Dollars, which indebtedness is evidenced by Borrower's note dated (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, 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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, Austin Township, Town of Simpsonville, situate, lying and being on the west side of Agewood Drive and being known and designated as Lot No. 433, Section V, Sheet Two on a plat of WESTWOOD Subdivision, prepared by Piedmont Engineers and Architects, dated November 28, 1972, and recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 63, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Agewood Drive at the joint corner of Lots 433 and 434 and running thence along the line of Lot 434, N 37-09 W 140 feet to an iron pin; running thence S 02-50 W 86 feet to an iron pin; running thence along the line of Lot 432, S 87-09 E 140 feet to an iron pin on the west side of Agewood Drive; thence along said Drive, N 02-50 E. 86 feet to the beginning corner.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.

This is the same property one-half interest of which was conveyed to the Mortgagor herein by general warranty deed of William W. Albert, Jr. and Rebecca S. Albert and recorded in the RMC Office for Greenville County on March 2, 1977 in Deed Book 1051 at page 935. The remaining one-half interest of the above property was conveyed to the Mortgagor herein by general warranty deed of Kathryn F. Phillips and recorded in the RMC Office for Greenville County on April 12, 1983 and recorded in Deed Book 1186 at Page 231.

STATE OF SOUTH CAROLINA
RECORDED
DOCUMENT NO. 10992
APR 12 1983

which has the address of 302 Agewood Dr., Simpsonville, S. C. 29681 (herein "Property Address");
(Street) (City)
(State and Zip Code)

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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