

FILED
GREENVILLE S.C.

APR 13 2 59 PM '83

DONNIE S. WATKINS
R.M.C.

MORTGAGE

1601 907

THIS MORTGAGE is made this 5th day of April 1983, between the Mortgagor, David B. Gunning and Dorothy C. Gunning (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 Thousand and No/100 (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 5, 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 1, 1998

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 situate, lying and being in the State of So-th Carolina, County of Greenville, known as a part of Lot 5 of Section B of Plat recorded in Plat Book A at Pages 337-345 in the RMC Office for Greenville County and more particularly described as follows:

BEGINNING at a point on the West side of Whitehall Street 135 feet from Southwest corner of Randall and Whitehall Streets' thence S. 1-41 W. 65 feet to corner of Whitehall Street and Alley at rear of Lot 5; thence along said Alley 70 feet to joint rear corner of Lots 3 and 5 of Section B; thence N. 1-41 E. 65 feet along Western line of said Lot 5; thence S. 85-39 E. 70 feet to point of beginning.

This being the same property acquired by the Mortgagors by deed of Martha W. Peace, formerly Martha E. Ward, recorded May 14, 1982 in Deed Book 1166 at Page 877 in the RMC Office for Greenville County.

Said property is shown on a more recent plat prepared by Carolina Surveying Company on April 11, 1983 which plat is recorded in the RMC Office for Greenville County in Plat Book Q-P at Page 49 and having, according to said more recent plat, metes and bounds as shown thereon.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
TAX 08.00

which has the address of 5 Whitehall Street, 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.