



Documentary Stamps are figured on the amount financed: \$ 2054.84

MORTGAGE

THIS MORTGAGE is made this 7th day of March 1983 between the Mortgagor, Billy Jo and Sara Whitaker (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 two thousand two hundred fifty-one and 56/100 Dollars, which indebtedness is evidenced by Borrower's note dated 3-7-83 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on in 12 instalments

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 in Greenville Township, Greenville County, State of South Carolina, on the North side of Wilbanks Street, near the City of Greenville, being Lot #5 of a subdivision of lot #32 as shown on plat of the Earle Subdivision made by R.E. Dalton in May 1922, recorded in Plat Book 1, at page 77 and described as follows:

Beginning at a stake on the North side of Wilbanks Street 114.2 feet West from the Old White Horse Road at corner of lot #4 and running thence with line of lot #4, 3, 2 and 1, N. 10-15 E. 200 feet to a stake in line of lot #33; thence with line of said lot, S. 79-45 W. 50 feet to a stake at corner of Lot #6; thence with line of said lot, S. 10-15 W. 200 feet to a stake on Wilbanks Street; thence with the Northern side of Wilbanks Street, N. 79-45 E. 50 feet to the beginning corner.

This is the same as that conveyed to Mary E. Whitaker by Deed of W.H. Curry and Dallas Curry dated and recorded concurrently herewith.

This is the same property which was conveyed by deed of Mary E. Whitaker to Billy Jo and Sara Whitaker dated 8-5-80, recorded 3-18-82, in Vol. 1164, at page 84, in the RMC office for Greenville County, State of South Carolina.

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which has the address of 4 Wilbanks Street Greenville S.C. 29611 (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.

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