

APR 29 3 22 PM '83

DONNIE S. WHEELER  
R.M.C.

# MORTGAGE

BOOK 1604 PAGE 504

THIS MORTGAGE is made this 29th day of April 1983, between the Mortgagor, James E. Cavanaugh, Jr. and Frances M. Cavanaugh (herein "Borrower"), and the Mortgagee, American Service Corporation, a corporation organized and existing under the laws of South Carolina, whose address is P. O. Box 1268, Greenville, SC (herein "Lender").

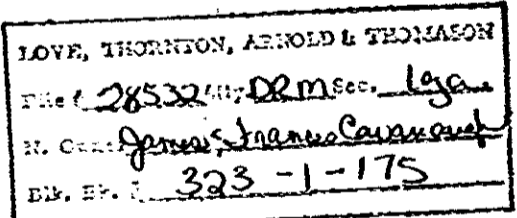
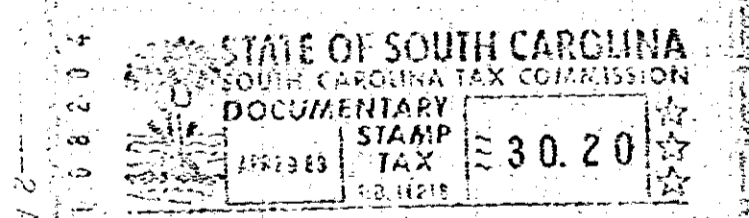
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Five Thousand Five Hundred and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated April 29, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 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 lot of land situate on the southwestern side of Appomattox Drive in the County of Greenville, State of South Carolina being shown as Lot No. 188 on a plat of Powderhorn Subdivision, Map 1, Section 4, recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 22, prepared by Freeland & Associates dated April 28, 1983, and having, according to a more recent plat entitled "Property of James E. Cavanaugh, Jr. and Frances M. Cavanaugh" prepared by Freeland & Associates dated April 28, 1983, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Appomattox Drive at the joint front corner of Lot 187 and Lot 188 and running thence with the line of Lot 187, S. 50-54-45 W. 140 feet to an iron pin at the joint rear corner of Lots 187 and 188; thence with the line of Lot No. 186 N. 39-05-15 W. 80 feet to an iron pin at the joint rear corner of Lots 188 and 189; thence with line of Lot No. 189, S. 50-54-45 E. 140 feet to an iron pin on Appomattox Drive; thence with said Drive S. 39-05-15 E. 80 feet to the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of American Service Corporation dated April 29, 1983, to be recorded herewith.



which has the address of Appomattox Drive, Greenville, S.C. (Street) (City) (herein "Property Address"); (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 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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