

GREENVILLE S.C.
MAY 6 4 22 PM '83
DONNIE S. R.M.C. HENSLEY

BOOK 1605 PAGE 657

MORTGAGE

THIS MORTGAGE is made this 6th day of May, 1983, between the Mortgagor, Morris D. Atkins and Cecilia A. Atkins (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 Thirty-eight Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 6, 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 June 1, 2003;

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 tract of land, containing 7.68 acres, situate, lying and being on the southern side of McKelvey Road and the western side of Cedar Falls Road in the County of Greenville, State of South Carolina, and having the following metes and bounds according to plat entitled "Survey for Morris D. Atkins and Cecilia M. Atkins" dated May 3, 1983 by C. O. Riddle:

BEGINNING at an iron pin in McKelvey Road at the intersection of McKelvey Road and Cedar Falls Road and running thence S. 60-22-10 W. 55.7 feet to an iron pin still in said intersection; thence running N. 88-51 W. 83.22 feet to an iron pin on or near the center line of McKelvey Road; thence S. 74-01 W. 129.25 feet to a railroad spike in McKelvey Road; thence continuing S. 74-01 W. 180.43 feet to a nail in a cap in McKelvey Road near the center line; thence leaving McKelvey Road and running S. 17-20 W. 117.12 feet to an iron pin; thence S. 12-08-30 E. 574.39 feet to an iron pin; thence N. 46-13 E. 1,020.79 feet to an iron pin in Cedar Falls Road on or near the center line of said road; thence N. 73-15-50 W. 8.28 feet to an iron pin in said road; thence N. 77-39-52 W. 99.9 feet to an iron pin in said road; thence N. 80-51-22 W. 99.97 feet to an iron pin in said road; thence N. 78-29-50 W. 193.2 feet to an iron pin in McKelvey Road, being the point of beginning.

The above described property is a portion of the property conveyed to the Mortgagors herein by Deed of Currie B. Spivey, Jr. and Harriett J. Spivey dated May 6, 1983, to be recorded herewith.

This conveyance is made subject to existing easements, restrictions and rights-of-way of record including, without limitation, the right-of-way of McKelvey Road and Cedar Falls Road.

which has the address of Route 3, Box 255, Pelzer, South Carolina (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 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.

RECORDS SECTION
SOUTH CAROLINA
DOCUMENTARY
STAMP
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