

FILED
GREENVILLE, S.C.
MAY 27 3 44 PM '83

BOOK 1638 PAGE 546 ADAM FISHER, JR.
ATTORNEY AT LAW

MORTGAGE

THIS MORTGAGE is made this 27 day of May 1983, between the Mortgagor, Carmical Hunter and Phyllis Hunter (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 Seventy-One Thousand Seven Hundred and No/100--- Dollars, which indebtedness is evidenced by Borrower's note dated May 27, 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 December 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 certain piece, parcel or lot of land lying and being situate in Greenville County, State of South Carolina and being designated as Lot #33, PebbleCreek, Phase IV, Section II as shown on plat recorded in the RMC office for Greenville County in Plat Book 7C at page 47 and a more current survey of property for Carmical and Phyllis Hunter by Carolina Surveying dated May 24, 1983 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Pebble Creek Court at the joint front corner of Lots 32 and 33 and running thence N. 9-35 E. 127.47 feet to a point; running thence N. 78-57 E. 85.33 feet to a point on Pebble Creek Way; thence along Pebble Creek Way S. 13-20 E. 89.94 feet to a point; thence with the curve of road the chord of which is S. 19-26 W. 35.49 feet to a point; thence with the north side of Pebble Creek Court S. 79-31 W. 115.82 feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of Pebblepart, Ltd., A South Carolina Limited Partnership, dated May 24, 1983, and being recorded herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
PAID TAX \$ 28.88

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which has the address of Lot #33, Pebble Creek Court, Taylors, SC 29687 (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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