

MORTGAGE

THIS MORTGAGE is made this 10th day of June 1983, between the Mortgagor, Jerry V. Godfrey (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 two thousand, three hundred ten and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 10, 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 July 1, 1993.

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, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Shown and designed as Lot No. 19, Monaview Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4N, page 52, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Childress Circle at the joint front corner of Lots Nos. 18 and 19 and running thence along the line of Lot No. 18 s. 5-48 E. 143.1 feet to an iron pin on Childress Circle; thence along Childress Circle N. 84-12 E. 79 feet to the point of beginning.

DERIVATION CLAUSE: This is the same Property conveyed by deed of William Goldsmith Company unto Jerry V. Godfrey and Amandel H. Godfrey, dated 4/7/72, recorded 4/12/72 in volume 941 at page 16 of the RMC Office for Greenville County, SC.

ALSO this is that same property conveyed by deed of Amandel H. Godfrey Holcombe (her one-half undivided interest) to Jerry V. Godfrey dated October 25th, 1976 and recorded 4/25/77 in Deed Volume 1055 at Page 221 in the RMC office for Greenville County, SC.

which has the address of 5 Childress Circle, Greenville, SC 29611 (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 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.

0743

4328 RV 23