



Documentary Stamp are figured on the amount financed: \$ 42,020.84

MORTGAGE

BOOK 1632 PAGE 441

THIS MORTGAGE is made this 28th day of September 1983, between the Mortgagor, Carl Kubiczki and Georgia P. Kubiczki (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 Eighty thousand four hundred fifty one & 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 28, 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 November 5, 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the City of Mauldin, being known and designated as Lot No. 6 on plat of Forrester Woods, Section 7, recorded in the R.M.C. Office for Greenville County, in Plat Book 5-P, Pages 21 and 22 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Oakwood Court at the joint front corner of Lots 5 and 6 and running thence along the common line of said lots S. 53-42 E., 155 feet to an iron pin at the joint rear corner of Lots 5 and 6; thence running along the rear of Lot 6 S. 36-18 W., 100 feet to an iron pin at the joint rear corner of Lots 6 and 7; thence along the common line of said lots N. 53-42 W. 155 feet to an iron pin, side of Oakwood Court; thence along Oakwood Court N. 36-18 W., 100 feet to an iron pin, being the point of beginning.

This conveyance is made subject to all easements, restrictions and rights of way, if any, appearing of record affecting this property.

This is the same property conveyed to the grantor by deed of W.D. Yarborough recorded in the R.M.C. Office for Greenville County on November 17, 1977, in Deed Book 1068, Page 594.

This is the same property conveyed by deed of Foothills Delta p Inc unto Carl and Georgia P. Kubiczki, dated 3-6-76 recorded 3-7-78 in volume 1074 at page 856 of the RMC Office for Greenville County, Greenville, SC

which has the address of 205 Oakwood Court, Greenville, SC 29607, (Street) (City) (State and Zip Code) (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 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.

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