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## **MORTGAGE**

America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

ALL that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the northern side of Swindon Court, in Greenville County, South Carolina being known and designated as Lot No. 130 on a plat of Kingsgate, made by Piedmont Engineers & Architects, dated January 9, 1969, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book WWW at Page 45 and having according to said plat the following metes and bounds, to-wit;

BEGINNING at an iron pin on the northern side of Swindon Court at the joint corners of Lots Nos. 129 and 130 and running thence with the common line of said lots, No. 4-56 W., 181.4 feet to an iron pin; thence N. 58-19 E., 75.0 feet to an iron pin; thence S. 31-41 E., 145.0 feet to an iron pin; thence S. 26-21 E., 76.9 feet to an iron pin at the joint rear corner of Lots Nos. 130 and 132; thence along the common line of said Lots, S. 59-57 W., 116.5 feet to an iron pin on the northern side of Swindon Court; thence along the curve of the northern side of Swindon Court, the chords of which are N. 41-46 W., 35.0 feet and No. 82-57 W. 35.0 feet to an iron pin, the point of the beginning.

This is the same property being conveyed to the mortgagors by deed of same date and being recorded herewith. This is also the property conveyed to James V. Matthews as recorded in the RMC Office for Greenville County in Deed book 1070 at page 119.

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, casements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SOUTH CAROLINA-1 to 4 Fatily-6 75-FNMA/FHLMC UNFORM INSTRUMENT

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