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MORTGAGE

BOOK 1545 PAGE 765

THIS MORTGAGE is made this 19th day of June 19. 81, between the Mortgagor, Richard E. Tillotson and Iris L. Tillotson (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seven thousand, six hundred, forty-four and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 19, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1986

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 lot of land in Greenville County, State of South Carolina, being shown as Lot No. 37 of Section I of a Subdivision of the Property of Blue Ridge Realty Co., Inc., known as Fenwich Heights, the same as shown on plat thereof prepared by Piedmont Engineers & Architects, March 1959, and recorded in Plat Book QQ at pages 44-45 in the RMC Office for Greenville County, and more particularly described as follows:

Beginning at an iron pin on the southern side of Fenwich Lane and running thence with the southern side of Fenwich Lane, S 72-58 W 120 feet to an iron pin; thence running S 17-02 E. 180 feet to an iron pin; thence N. 72-58 E. 120 feet to an iron pin; thence N. 17-02 W. 180 feet to an iron pin at point of beginning.

This is the same property conveyed by Bates & Cannon, Inc., dated 4/29/69, recorded 4/30/69 in volume 867 page 85 of the RMC Office for Greenville County, SC.

which has the address of 16 Fenwich Lane, Greenville, SC 29611 (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 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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