



MORTGAGE

THIS MORTGAGE is made this 15th day of January 1987 between the Mortgagor, Fawzy N. K. Girgis and Shockria Girgis (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 Nine-Thousand-Two-Hundred-Fifty-&-20/cents Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1987;

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 situate, lying and being in the state of South Carolina, County of Greenville, Gantt Township, being known and designated as Lot No. 45 of a subdivision known as Pickwick Heights according to a plat thereof prepared by Dalton & Neves, Eng., March 1950, and recorded in the RMC Office for Greenville County in plat book X at page 41, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southeastern side of Gurley Avenue, the joint front corner of Lots Nos. 45 & 46 and thence along the joint line of said lots S. 24-53 E. 135.7 feet to an iron pin thence N. 65-07 E. 70 feet to an iron pin at the rear corner of Lot No. 44; thence along the line of that lot N. 24-53 W. 135.7 feet to an iron pin on the southeastern side of Gurley Avenue; thence along the southeastern side of Gurley Avenue S. 65-07 W. 70 feet to the beginning corner.

This is the same lot of land devised to the grantor in the will of Harry Woodrow Ward as will appear by reference to his will on title in the Probate Court for Greenville County in Apartment 974 file 23.

This property is conveyed subject to restrictive covenants recorded in deed vol. 407 page 19 and to recorded rights of way and those shown on said plat.

This is the same property conveyed by Deed of Margaret W. Hines formerly Margaret Johnson Ward, dated 9/29/70, recorded 9/30/70 in Volume 899 at Page 409 of the RMC Office of Greenville County, South Carolina.

which has the address of 14 Gurley Ave., Greenville, S.C. 29605 (Street) (City) (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.

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