

FILED
JUN 29 1983
Donnie S. Tankersley

Documentary Stamps are figured on
the amount financed: \$ 18,561.44

MORTGAGE

BOOK 1613 PAGE 763

THIS MORTGAGE is made this 1st day of June 1983, between the Mortgagor, Lee F. Nicholson and Cathy G. Nicholson

(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 Thirty five thousand three hundred eighty three & 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 1, 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 15, 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: Lee F. Nicholson, Jr. and Cathy G. Nicholson, their heirs and assigns, forever:

ALL that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 44 on plat of Buxton, recorded in plat Book 4 N at pages 2,3, and 4 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Jack L. Cavender by deed recorded January 14, 1974 in Deed Book 992 at page 136.

The above conveyance is subject to all rights of way, easements and protective covenants affecting same appearing upon the public records of Greenville County, including, but not limited to a 10ft. drainage easement across the front of the lot in front of the building setback line.

This is the same property conveyed be deed of William R. Pierce and Joyce B. Pierce unto Lee F. Nicholson, Jr. and Cathy G. Nicholson, dated 4-14-78, recorded 4-17-78, in volume 1077, at page 261, of the RMC Office for Greenville County, Greenville, South Carolina.

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which has the address of 213 Crestwood Drive Greenville, South Carolina 29609 (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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