

FILED
MAY 1 3 10 PM '81
JOHN

MORTGAGE

THIS MORTGAGE is made this 4th day of May 1981, between the Mortgagor, DUANE COOK and SHARON H. COOK (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 FORTY EIGHT THOUSAND, TWO HUNDRED & FIFTY (\$48,250.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 4, 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 May 1, 2011

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 with the buildings and improvements thereon, lying and being on the southerly side of White Water Court, near the City of Greenville, S. C., being known and designated as Lot No. 174 on plat entitled "Map No. 2, Section 1, Sugar Creek", as recorded in the RMC Office for Greenville County in Plat Book 4R at Page 85, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of White Water Court, joint front corner of Lots Nos. 174 and 175, and running thence along the common line of said lots, S. 25-04-38 E. 141.39 feet to an iron pin; thence running S. 61-17-15 W. 24.24 feet to an iron pin; thence running S. 64-13-45 W. 75.81 feet to an iron pin, joint rear corner of Lots Nos. 173 and 174; thence running along the common line of said lots, N. 25-04-38 W. 143.84 feet to an iron pin on the southerly side of White Water Court; thence along said Court, N. 64-55-22 E. 100 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of G. T. Vaughan and Ann M. Vaughan, dated May 4, 1981, and recorded simultaneously herewith.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF SOUTH CAROLINA
MAY 10 1981
STAMP

which has the address of 209 White Water Court, Greer, South
[Street] [City]
Carolina 29651 (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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