

FILED
GREENVILLE CO. S. C.

BOOK 1579 PAGE 640

SEP 2 4 44 PM '82

MORTGAGE

MAULDIN, ALLISON & WILLIAMS

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 1st day of September 1982, between the Mortgagor, Daniel R. McGee & Barbara K. McGee (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 One Hundred Five Thousand Dollars (\$105,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1998

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 and with all improvements thereon situate, lying and being on the southeastern side of Pleasantburg Drive (291 by-pass) in the above County and State and being known and designated as Lots 31, 32 and a portion of 30 of Paramount Park Subdivision as show on a plat thereof recorded in Plat Book W at Page 57 in the R.M.C. Office for Greenville County and having, according to a more recent survey dated October 1981 made by Webb Surveying and Mapping Company, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of the right-of-way of Pleasantburg Drive (By-Pass 291) corner of Lot 33, being 111.0 feet more or less to Crosby Drive, and running thence with the joint line of said lots S. 40-15 E. 114.91 feet to an iron pin; thence S. 38-19 W. 75.2 feet to an iron pin; thence S. 46-45 W. 94.77 feet to an iron pin; thence turning N. 43-49 W. 125.50 feet to an iron pin on the southeast side of the right-of-way of Pleasantburg Drive; thence with the southeast side of right-of-way of said Drive N. 46-38 E. 174.77 feet to the beginning corner.

The above described property is the same acquired by the Mortgagors by deed from Chanticleer Real Estate, Inc. dated May 24, 1982 and recorded in the R.M.C. Office for Greenville County on May 24, 1982 in Deed Book 1167 at Page 336.

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1982

which has the address of Greenville, South Carolina (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 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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