



MORTGAGE

THIS MORTGAGE is made this 30 day of SEPTEMBER 19. 82, between the Mortgagor, JAMES A. RICKARD (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 SEVENTEEN THOUSAND ONE HUNDRED THIRTY NINE & 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated SEPTEMBER 30, 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 NOVEMBER 2, 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 in the state of South Carolina, County of Greenville, being shown and designated as Lot Number 3 and the north-western one-half of lot number 2 on Evergreen Circle, Lakewood Subdivision, on plat recorded in Plat Book BBB at page 181 of the RMC Office for Greenville County, and having, according to said plat, and following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Evergreen Circle at the joint front corner of Lots 3 and 4 and running thence along the northeastern side of said Circle, S. 43-09 E. 150 feet to an iron pin; thence with the new line through the middle of Lot 2, N. 46-51 E. 200 feet to an iron pin in rear line of lot 2; thence N. 43-09 W. 150 Feet to an iron pin at the joint front corner of lots 3 and 4; thence along the joint line of said Lots S. 46-51 W. 200 feet to the point of beginning.

This being the same property conveyed to the grantor and grantee herein by deed of James W. Skelton recorded in the RMC Office in Deed Book 1070 at page 669.

This property is conveyed subject to all easements, restrictions, zoning ordinances and rights of way of record, or on the ground, which affect said lot.

This being the same property conveyed to James A. Rickard by deed from James W. Shelton recorded in the RMC Office for Greenville County on December 22, 1977 on page 669 of Volume 1070 and dated December 22, 1977.

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which has the address of 3 EVERGREEN CIRCLE SIMPSONVILLE SOUTH CAROLINA 29681 (herein "Property Address");

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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".

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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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