

27541 DPM JPT
Ray A. & Martha Guenther
323-1-117

GREENVILLE CO. S. C.

OCT 31 10 59 AM '80

DONNIE S. TANKERSLEY
R.M.C.

This instrument was prepared by:
LOVE, THORNTON, ARNOLD
& THOMASON (McAlister)

BOOK 1522 PAGE 805

MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 30th day of October 1980, between the Mortgagor, RAY A. GUENTHER and MARTHA R. GUENTHER (herein "Borrower"), and the Mortgagee, AMERICAN SERVICE CORPORATION a corporation organized and existing under the laws of the United States whose address is 101 East Washington St., Greenville, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-FIVE THOUSAND & NO/100-- Dollars, which indebtedness is evidenced by Borrower's note date October 30, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original Note), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2010.

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 lot of land situate on the southern side of Fredericksburg Drive and on the western side of Concord Court being shown as Lot 121 on a plat of Powderhorn Subdivision, Section 3, dated February 19, 1979 prepared by C. O. Riddle, Surveyor, recorded in Plat Book 7-C at page 4 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Fredericksburg Drive at the joint front corner of Lot 120 and 121 and running thence with Fredericksburg Drive S 75-39 E 65 feet to an iron pin; thence still with said drive S 82-21 E 38 feet to an iron pin; thence S 45-15 E 39.87 feet to an iron pin on Concord Court; thence with said court S 8-08 E 83.25 feet to an iron pin at the joint front corner of Lot 121 and Lot 122; thence with Lot 122 S 81-52 W 152.37 feet to an iron pin; thence N 76-01 W 28 feet to an iron pin at the joint rear corner of Lot 120 and 121; thence with Lot 120 N 14-17 E 151.1 ft. to the point of beginning.

This is the same property conveyed to the mortgagors by the mortgagee, to be recorded herewith.

DEPARTMENT OF REVENUE
STATE OF SOUTH CAROLINA
PROPERTY TAX
STAMP
27 00

which has the address of 106 Fredericksburg Drive Simpsonville
(Street) (City)
SC 29681 (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 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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