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BOOK 1542 PAGE 861

MORTGAGE

THIS MORTGAGE is made this 12th day of May, 1981, between the Mortgagor, Billy Joe Wilson and Ella W. Wilson (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 Fourteen Thousand Six Hundred Seventy One Dollars & Twenty Cents Dollars, which indebtedness is evidenced by Borrower's note dated MAY 12, 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, 1986

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 situate, lying and being on the Northern side of an access road for S. C. Highway 291, (also known as Interstate Highway 85), being known and designated as a portion of Tract No. 3 of the Richard Davis Estate as shown on a plat thereof prepared by Dalton & News, dated February, 1941, recorded in the R.M.C. Office for Greenville, County, South Carolina, in Plat Book M at page 95, and having according to a plat prepared by R. B. Bruce, dated February 24, 1959, entitled "Property of O. C. Davis", recorded in the R.M. C. Office for Greenville, County, South Carolina, in Plat Book DDD at page 105, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of an access road for S. C. Highway 291, which iron pin is located S. 81-53 W. 295 Feet from the joint corner of Tracts Nos. 2 and 3 of the Richard Davis Estate, and running thence N. 8-07 W. 150 feet to an iron pin; thence S. 81-53 W. 80 feet to an iron pin; thence S. 8-07 E. 150 feet to an iron pin on the Northern side of an access road for S. C. Highway 291; thence with the Northern side of said road N. 81-53 E. 80 feet to the point of beginning.

This is the identical property conveyed to the grantor herein by deed of Otis Davis, dated October 4, 1963, and recorded in the R.M. C. Office for Greenville County, South Carolina, in Deed Book 734 at page 352.

The grantee herein assumes and agrees to pay the balance due on that certain mortgage given by Otis Davis to Carolina Federal Savings and Loan Association of Greenville, Dated June 3, 1963, in the original amount of \$8,500.00, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 926 at page 404; the principal balance due on this mortgage being \$ 8,350.24.

Derivation Clause:

This is the same property conveyed by Tena Garrett Davis by deed dated 9-28-64 recorded 10-30-64 in volume no. 760 at page no. 547.

which has the address of 204 Frontage Road Greenville,
(Street) (City)
South Carolina 29605 (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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