

## MORTGAGE

BOOK 1553 PAGE 921

FILED  
SEP 29 1981  
GREENVILLE, S.C.

THIS MORTGAGE is made this 29th day of September 1981, between the Mortgagor, JAMES B. CALDWELL AND THELMA L. CALDWELL (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 TEN THOUSAND FIFTY DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 29, 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 October 1, 1996

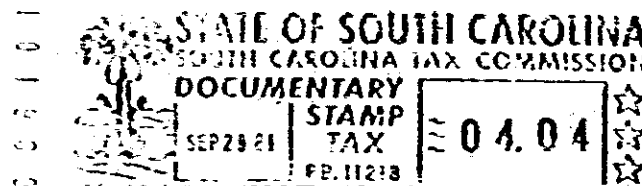
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the County of Greenville, State of South Carolina, being known and designated as Lot #57, Westcliffe Way, on a plat of WESTCLIFFE SUB-DIVISION, and according to a more recent survey prepared by Freeland and Associates, dated September 28, 1981, entitled, "Property of JAMES B. CALDWELL and THELMA L. CALDWELL, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Westcliffe Way, joint front corners of Lots 57 and 58 and running thence with Lot 58, N. 11-36 W. 227.8 feet to an iron pin; thence running S. 89-22 E. 6.8 feet to an iron pin; thence with the line of Lot 51, N. 74-20 E. 85.5 feet to an iron pin, joint rear corner of Lots 56 and 57; thence running with Lot 56 S. 19-51 E. 227.7 feet to an iron pin on Westcliffe Way; thence running S. 71-51 W. 55.0 feet with Westcliffe Way; thence continuing with Westcliffe Way S. 77-45 W. 70.0 feet to the point of BEGINNING.

\*\*See Greenville County records which Plat is recorded in Book YY on Pages 168 and 169.

THIS is the same property conveyed to the Mortgagor's herein by deed of PIERSON PRICE AND DIXIE PRICE, dated September 29, 1981, and recorded simultaneously herewith.



which has the address of 312 Westcliffe Way, Greenville, South Carolina 29611 (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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