



# MORTGAGE

THIS MORTGAGE is made this 5th day of February, 1982, between the Mortgagor, Danny C. Mitchell and Patty V. Mitchell (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 Twenty Two Thousand Eight Hundred Thirty Two Dollars and Eighty Eight Cents which indebtedness is evidenced by Borrower's note dated February 5, 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 March 1, 1989.

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 Paris Mountain Township, Greenville County, State of South Carolina being shown as Lot #12 on Plat of subdivision known as Western Hills which plat is recorded in the RMC Office for Greenville County in Plat Book QQ at Pages 98-99 and being more particularly described according to a survey and plat by R. B. Bruce, RLS, dated March 29, 1960 as follows:

BEGINNING at an iron pin on the South side of Tucson Drive corner of Lot 13; thence with the line of said lot, S. 18-11 E. 134 feet to an iron pin; thence S. 85-52 W. 128 feet to an iron pin; thence with the line of Lot 11, N. 0-15 E. 136.5 feet to an iron pin on Tucson Drive; thence with said drive N. 88-43 E. 20 feet to the point of beginning.

This is the same property conveyed by deed of Albert L. Spake to Daniel O. Mitchell, dated and recorded 10/2/73, in Volume 985, at Page 339, in the RMC Office for Greenville County, SC.

which has the address of 308 Tucson Drive, Greenville, South Carolina 29611 (herein "Property Address");  
(Street) (City) (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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