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DORR: HANFERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this Twenty-Fifth day of February 1982, between the Mortgagor, Mr. John C. Mitchell, Jr. and Mrs. Betty G. 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 Thirty Two Thousand, Six-Hundred and Sixty-Eight and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 25, 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 Sixteenth of April, 1992;

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:

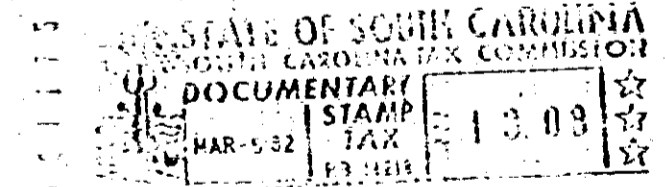
All that certain piece, parcel or lot of land with all improvements thereon or hereafter to be constructed thereon and being in the State of South Carolina, County of Greenville, being known and designated as Lot 58, Forrester Woods, as shown on plat thereof recorded in the RMC Office for Greenville County, S. C. in Plat Book 4-N at page 78 and having according to said plat the following courses and distances, to-wit:

Beginning at a point on the edge of Cold Springs Road, joint front corner of Lot Nos. 58 and 59, and running thence N. 60-30 W. 110 feet to a point; thence N. 27-38 E. 146.4 feet to a point; thence S. 62-24 E. 30 feet to a point; thence S. 64-35 E. 50 feet to a point; thence S. 16-28 W. 154.9 feet to a point, the point of beginning. Block Map #799-M91-1-71.

This property is subject to the restrictions or protective covenants recorded in the Office of the Clerk of Court for Greenville County in Book 942 at page 157.

This being the identical property conveyed to mortgagors herein by deed of Asberry L. Windham and Terrye E. Windham recorded in the Office of RMC for Greenville County in Deed Book 1163 at page 469.

This is a second mortgage, junior in lien to that certain mortgage of John C. Mitchell, Jr. and Betty G. Mitchell to American Federal Savings and Loan Association dated March 5, 1982 in the amount of \$44,700.00 recorded in the RMC Office for Greenville County in Mortgage Book 1565 at page 215 on March 5, 1982.



which has the address of 104. Cold Springs Road, Greenville, South Carolina 29607 (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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