

MAR 7 3 39 AM '82 MORTGAGE

DONNA ... HARRERSLEY
R.M.C.

THIS MORTGAGE is made this 11th day of March 1982 between the Mortgagor, William Henry Phillips (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 Six thousand, one hundred, three and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 11, 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 15, 1987

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, on the south side of McMakin Drive and being known and designated as Lot No. 12 on plat of DUKELAND PARK Subdivision recorded in the RMC Office for Greenville County in Plat Book J at Page 221, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of McMakin Drive, joint front corner of Lots 12 and 13 and running thence S.08-28 W. 234 feet to an iron pin on a twenty foot road, said road extending in a broken circle from the near intersection of Rogers Avenue and Parker Road around to Pine Street; thence along the said twenty foot road, S.59-44 W. 64 feet to the joint rear corner of Lots 8, 11 and 12; thence along the common line of Lots 11 and 12, N.08-28 E. 274.1 feet to an iron pin on the south side of McMakin Drive; thence along the south side of McMakin Drive, S.81-32 E. 50 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagor herein by deed from Bobby J. Vest and Lottie B. Vest recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagee herein is P. O. Box 1268, Greenville, South Carolina 29602.

which has the address of 305 McMakin Drive, Greenville, Greenville County, SC 29609 (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 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.

GCTO ----- 3 MAR 24 82 004

4.0000

0 3 4 6

4328 RV-2