

LOVE, THORNTON, ARNOLD & THOMSON
28075 DA 5:14
Terry J. Shindle
323-1-139

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CO. S. C.

BOOK 1566 PAGE 403

MORTGAGE

FREDERICKSLEY

N. C.

THIS MORTGAGE is made this 22nd day of March 1982, between the Mortgagor, Terry Jay Shindle and Cheryl R. Shindle (herein "Borrower"), and the Mortgagee, American Service Corporation, a corporation organized and existing under the laws of the State of South Carolina, whose address is Post Office Box 1268, Greenville, S. C. 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand Seven Hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated March 22, 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 April 1, 2012

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 lot of land situate on the northern side of Fredericksburg Drive, in the County of Greenville, State of South Carolina, being shown as Lot No. 143 on a plat of Powderhorn Subdivision, Section Three, dated February 19, 1979, prepared by C. O. Riddle, Surveyor, recorded in Plat Book 7-C at Page 4 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Fredericksburg Drive at the joint front corner of Lot 142 and Lot 143 and running thence with Fredericksburg Drive N 87-08 W 12 feet to an iron pin; thence still with said drive N 88-10 W 70 feet to an iron pin; thence N 6-56 W 149.92 feet to an iron pin; thence S 84-57 E 106.73 feet to an iron pin at the joint rear corner of Lot 142 and Lot 143; thence with Lot 142 S 2-31 W 142.4 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed of the Mortgagee, dated and recorded of even date herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
DOCUMENTARY TAX STAMP
24.28

In addition to and together with the monthly payments of principal and interest under the terms of the Note secured hereby, the mortgagors promise to pay to the mortgagee a monthly premium necessary to carry private mortgage guaranty insurance until the principal balance reaches 80% of the original sales price or appraisal, whichever is less. The estimated monthly premium for the first nine years will be .02% of the original amount of the loan. The estimated monthly premium for each year thereafter will be .01% of the original principal balance of this loan. The mortgagee may advance this premium and collect it as part of the debt secured by the mortgage if the mortgagors fail to pay it.

which has the address of Fredericksburg Drive, Simpsonville, South Carolina (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.

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