

REC'D
APR 14 2 01 PM '82
R.M.C. GREENVILLE S.C.

BOOK 1567 PAGE 970

MORTGAGE

THIS MORTGAGE is made this 14th day of April, 1982, between the Mortgagor, Julian M. Swaringer and Joyce F. Swaringer (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 Seven Hundred and no/100 (\$22,700.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 14, 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, 2007

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 State of South Carolina, County of Greenville, and being shown and designated as Lot # 155 on a plat of Berea Forest, Section Two (2), recorded in Plat Book 4-N, at Pages 76 and 77 in the R.M.C. Office for Greenville County, South Carolina and fronting on Riverwood Circle, and being more specifically described according to plat prepared by Robert R. Spearman, Surveyor, dated April 12, 1982 and recorded in Plat Book 84, at Page 25, in the R.M.C. Office of Greenville County, South Carolina as having the following measurements and boundaries, to-wit:

BEGINNING at a point on the east side of Riverwood Circle, common front corner of the herein described lot and Lot # 156; thence running along the common line of said lot South 87-48 East 137.6 feet to a point; thence running along the common line of the herein described lot and Lot # 158 South 43-45 East 50.0 feet to a point; thence running along the common line of the herein described lot and Lot # 154 South 60-55 West 130.0 feet to a point on the east side of Riverwood Circle; thence running along the east side of Riverwood Circle North 29-05 West 120.0 feet to the point of BEGINNING.

This property is subject to any and all easements and/or rights of way for roads, utilities, drainage, etc. as appear of record and/or on the premises and to any and all restrictions, covenants, or zoning ordinances affecting such property as appear of record and specifically to those certain restrictive covenants recorded in Deed Book 943, at Page 303 in the R.M.C Office of Greenville County, South Carolina.

The above described property is the same conveyed to Mortgagors herein by deed from Timothy M. Welch and Nancy R. Welchof this date and being recorded simultaneously herewith in Deed Book 1165 at Page 392 in the R.M.C. Office of Greenville County, South Carolina.

STATE OF SOUTH CAROLINA
RECORDS AND DEEDS DIVISION
DOCUMENTARY
STAMP
APR 15 1982
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which has the address of Lot 155, Berea Forest, 14 Riverwood Circle, Greenville, South (Street) (City)
Carolina (herein "Property Address"); (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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