



MORTGAGE

THIS MORTGAGE is made this 25 day of March 1982, between the Mortgagor, RAY P. TATE AND VIVIAN G. TATE (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 Ten Thousand, Six Dollars and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 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 May 1, 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 State of South Carolina, County of Greenville, on the Northeast side of Percy Avenue, near the City of Greenville, being shown as Lot 16 on plat of Pinehaven Acres, made by C.O. Riddle, Surveyor, February, 1957, recorded in the RMC Office for Greenville County in Plat Book KK at Page 39 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeast side of Percy Avenue at the joint front corner of Lots No. 15 and 16 and running thence along the line of Lot 15, N. 28-39 E, 471.6 feet to an iron pin; thence S. 54-14 E. 201.55 feet to an iron pin; thence with the line of Lot 17, S. 28-39 W. 446.7 feet to an iron pin on the Northeast side of Percy Avenue; thence along Percy Avenue N. 61-21 W., 200 feet to the beginning corner.

This conveyance is made subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat or on the premises.

This is the same property conveyed by deed of Jack O. Satterwhite and Kathryn L. Satterwhite unto John P. Summey and Vivian C. Summey dated and recorded 6/30/76, Volume 1038, at Page 886, ALSO John Summey (1/2 interest) unto Vivian Summey dated and recorded May 12, 1978, Volume 1079, at Page 104. ALSO Vivian G. Tate (formerly known as Vivian G. Summey (1/2 interest) unto Ray P. Tate dated and recorded February 25, 1980, Book 1121, at Page 78.

which has the address of Rt. 5, Percy Ave., Greenville, S.C. 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.

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