

CD
S.C.
PH '82
SLEY

MORTGAGE

THIS MORTGAGE is made this 14th day of May 1982, between the Mortgagor, s.s. Hugh Peck Givens, Jr. and Brenda Brown Givens (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").

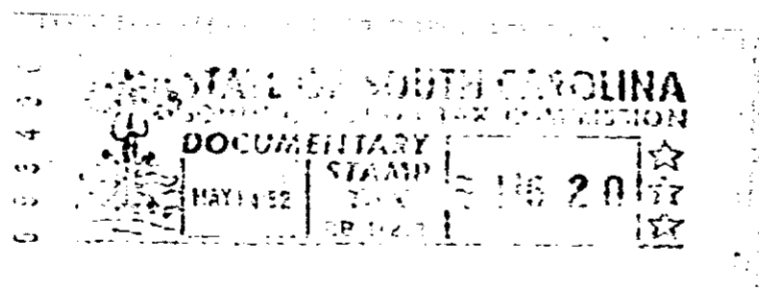
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Eight Thousand and No/100 (\$38,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 14, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 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 certain piece, parcel, or lot of land, situate, lying, and being in the County of Greenville, State of South Carolina, and being known and designated as Lot 58, Holly Tree Plantation, according to a plat prepared of said subdivision by Enwright Associates, Inc., May 28, 1973, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-X, at Page 36, and according to said plat having the following courses and distances, to-wit:

BEGINNING at an iron pin on the eastern side of Long Point Way, joint front corner with Lot 59 and running thence with the common line with said Lot, S. 79-43 E. 255 feet to an iron pin; thence, S. 36-02 W. 107.14 feet to an iron pin, joint rear corner with Lot 57; thence running with the common line with said Lot, N. 70-16 W. 178.91 feet to an iron pin on the edge of Long Point Way; thence running with the edge of Long Point Way, the chord being: N. 28-45 W. 48.5 feet, to a point on the edge of said Way; thence continuing with the edge of said Way, N. 3-45 E. 30 feet to a point on the edge of said Way, the point of beginning.

The within property is the identical property conveyed to the Mortgagors herein by deed of Roy M. Conley and Janice L. Conley by deed of even date herewith and which said deed is being recorded simultaneously with the recording of the within instrument. *RCB BBJ*



5C70 --- 1 M714 82 860

which has the address of 201 Long Point Way, Simpsonville, South Carolina 29683 (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.

4.0001

906

4328 RV-2