

1982 MORTGAGE

WRSLEY

THIS MORTGAGE is made this 30th day of June 1982, between the Mortgagor, James W. Gosnell and Vivian A. Gosnell (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Five Thousand and No/100 (\$55,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 30, 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 July 1, 2002

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 tract of land situate, lying and being in the State of South Carolina, County of Greenville, lying on the southern side of Tigerville Road, and being shown and designated as 1.19 acres on a plat of the property of Julian Ray Pate and Julia Ann Pate prepared by Carolina Surveying Co., dated June 16, 1975, recorded in the R.M.C. Office for Greenville County in Plat Book 5-W, Page 21, and being shown on a more recent survey for James W. Gosnell, prepared by W. R. Williams, Jr., Registered Surveyor, dated June 23, 1982, recorded in the R.M.C. Office for Greenville County in Plat Book 9-D, Page 12, and having, according to the last mentioned plat, the following courses and distances, to-wit:

BEGINNING at an iron pin in or near the southern side of Tigerville Road at the joint front corner with property of Robert F. Lathem and running thence with the southern side of Tigerville Road, N. 89-0 E., 177 feet to a railroad spike at the joint front corner with property of Gaston & Evelyn Batson; thence with the joint line of the Batson property, S. 6-10 W., 310.9 feet to an iron pin; thence S. 89-56 W., 161.2 feet to an iron pin on the property line of Robert F. Lathem; thence with the Lathem property line, N. 3-18 E., 306.7 feet to the point of beginning.

ALSO, all that other certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, adjoining the property first above described and being shown and designated as 3.55 acres on a plat of the property of Julian Ray Pate and Julia Ann Pate, prepared by Carolina Surveying Co., dated June 16, 1975, recorded in the R.M.C. Office for Greenville County in Plat Book 5-W, Page 21, and being more recently shown on a plat of the property of James W. Gosnell prepared by W. R. Williams, Jr., Registered Surveyor, dated June 23, 1982, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-D, Page 12, and having, according to the last mentioned plat, the following courses and distances, to-wit:

(CONTINUED ON PAGE 4)

which has the address of Rt. 1, Tigerville Road, Trav (Street) (City) S.C. 29690 (State and Zip Code) (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.

GC10 ---3 UN30 82 044 4.20(71)

9 11 6

4328 RV-3