



MORTGAGE

BOOK 1574 PAGE 387

THIS MORTGAGE made this 11th day of June 1982 between the Mortgagor, Charles J. Kirell and Sharon K. Kirell (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 fourteen thousand fifty-five and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 11, 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 August 16, 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 lot of land in the State of South Carolina, County of Greenville, near the Town of Simpsonville, being known and designated as Lot No. 310 on a Plat of Westwood, Section 4, recorded in the RMC Office for Greenville County in Plat Book 4R at page 30 and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the easterly edge of Tamwood Circle, joint front corner of Lots No. 309 and 310 and running thence S. 88-28 E., 135.95 feet to an iron pin; thence S. 6-40 E., 80.0 feet to an iron pin; thence along the line of Lot No. 311, S. 87-17 W., 137.1 feet to an iron pin on the easterly edge of Tamwood Circle; thence with the edge of said Circle, N. 6-47 W., 39.8 feet to an iron pin; thence continuing with the edge of said Circle, N. 3-51 W., 50.2 feet to the point of beginning.

This is the same property conveyed to the grantors by Deed recorded in the RMC Office for Greenville County in Deed Book 975 at page 557.

This conveyance is subject to restrictive covenants of record, set back lines, road or passageways, easements and rights of way, if any, affecting the above property.

This being the same property conveyed to Charles J. and Sharon L. Kirell by deed from Baety O. Gross, Jr. and Edith C. Gross recorded in the R. M. C. Office for Greenville County, South Carolina on 12-2-74 in Deed Book 1011 on page 215 and dated 11-29-74.

which has the address of 26 Tamwood Circle, Simpsonville, South Carolina, 29681 (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 seized 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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