



MORTGAGE

THIS MORTGAGE is made this 13 day of July 1982, between the Mortgagor, James A. Speicher & Mary W. Speicher (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, seventy-six Dollars and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 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 September 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, being shown and designated as Lot 8 on plat of PINEY RIDGE, recorded in plat book CC at page 11, and also on a more recent plat of Property of James A. Speicher, dated February 5, 1979, prepared by Freeland & Associates, and recorded in Plat Book 6-Z, at page 63, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Gaywood Drive, joint front corner with Lot 7, which point is 230 feet, more or less, to Woodland Lane, and running thence N. 47-00 W. 170.0 feet to an iron pin; thence turning and running along the rear line of lot 8, N. 43-00 E., 80.0 feet to an iron pin; thence running along the common line of lots 8 and 7, S. 47-00 E., 170.0 feet to an iron pin on Gaywood Drive; thence along said Drive, S. 43-00 W., 80.0 feet to an iron pin, being the point of beginning.

THIS is the same property conveyed to the grantor by deed of Hazel P. Stephens, as a one-half interest, recorded in deed book 1013, at page 263 in the RMC Office for Greenville County on January 17, 1975, and previously conveyed to Jimmy L. Stephens and Hazel P. Stephens in deed book 907, at Page 299 by deed of Keith R. Smith and Donna O. Smith, recorded January 26, 1971 in the RMC Office for Greenville County.

THIS conveyance is made subject to any restrictions, reservations, zoning ordinances, or easements that may appear of record, on the recorded plat(s), or on the premises.

THIS is the same property conveyed by deed of Jimmy L. Stephens, dated February 8, 1979, and recorded February 9, 1979 in the RMC Office for Greenville County in Volume 1096, at Page 707.

which has the address of 3 Gaywood Dr., Greenville, S.C. 29615 (Street) (City) (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 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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