



MORTGAGE

BOOK 1577 PAGE 767

THIS MORTGAGE is made this 26th day of July 19 82, between the Mortgagor, Kenneth J. Fussell and Evelyn H. Fussell (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 Twenty-one thousand, seven hundred, ninety-four and 40/100--Dollars, which indebtedness is evidenced by Borrower's note dated July 26, 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 1, 1992

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 piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the western side of Shrevevood Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 116 on a plat of BROOK GLENN GARDENS made by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book JJJ, pages 84 and 85, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Shrevevood Drive at the joint front corner of Lots Nos. 115 and 116 and running thence with the common line of said lots, S. 60-17 W., 150.0 feet to an iron pin; thence N. 29-43 W., 110 feet to an iron pin at the joint rear corner of Lots Nos. 116 and 117; thence with the common line of said lots, N. 60-17 E., 150.0 feet to an iron pin on the western side of Shrevevood Drive; thence with the western side of Shrevevood Drive, S. 29-43 E., 110 feet to an iron pin, the point of beginning.

This is that same property conveyed by deed of Paul M. Sykes and Judith J. Sykes to Kenneth J. Fussell and Evelyn H. Fussell, dated 3/27/75, recorded 4/4/75, in Deed Volume 1016, at Page 369, in the R.M.C. Office for Greenville County, SC.

which has the address of 8 Shrevevood Dr. Taylors SC 29687 (herein "Property Address"); (Street) (City) (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 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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