



BOOK 1585 PAGE 476

Documentary Stamps are figured on the amount financed: \$40072.04

MORTGAGE

THIS MORTGAGE is made this 13th day of October between the Mortgagor, James Larry Rowe and Nancy B. Rowe (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 Eighty Four Thousand, Eighty Five Dollars and twenty cents Dollars, which indebtedness is evidenced by Borrower's note dated Oct. 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 November 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: known and designated as Lot No. 49, Section 2, on plat of Sunset Heights subdivision recorded in the RMC Office for Greenville County in plat book RR page 85, said lot having a frontage of 100 feet on the south side of Evening Way, with a parallel depth of 200 feet and a rear width of 100 feet.

This is the same lot conveyed to grantors by Kenneth R. Symonds, Jr. and Betty T Symonds by deed recorded Oct. 15, 1971 in deed vol 927 page 526 of the RMC Office for Greenville County, S. C. and is conveyed subject to restrictions applicable to said subdivision recorded in deed vol. 666 page 71, and to any recorded easements or rights of way or any shown on the ground.

As a part of the consideration for this conveyance the grantee herein assumes and agrees to pay that certain mortgage given by Kenneth R. and Betty T. Symonds to C. Douglas Wilson & Co., in the original amount of \$30,000.00 recorded June 28, 1968 in mortgage vol 1096 page 215, on which there is a balance due of \$28,479.19.

DERIVATION CLAUSE:

This is the same property conveyed by Allen W. Gilman and Lorraine P. Gilman by Deed dated Oct. 20, 1972, recorded Oct. 20, 1972, in Volume No. 958 at page 377.

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which has the address of 205 Evening Way, Mauldin, South Carolina 29662 (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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