STATE OF SOUTH CAROLINA	) 40
STATE OF SOUTH CAROLINA COUNTY OF Greenville GR	SEILED CO. S. C.
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HORTCACOR(S)/BORROWER(S) ERSLEY

John D. Fowler and Kay C. Fowler

Route 3 Box 22-B Pelzer, South Carolina

## MORTGAGEE/LENDER

Sunamerica Financial Corporation 33 Villa Road, Suite 201 Greenville, South Carolina

Account Sumber(s) 40459-0

Amount Financed \$7,482.25 Total Note \$11,400.00

KNOW ALL MEN BY THESE PRESENTS, that the said Borrover, in consideration of the debt referred to by the account number(s) and amount financed above, and of the sum of money advanced thereunder, which indebtedness is evidenced by Borrover's note bearing the date 22nd day of November, 19 82, providing for installment payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 29th day of November 19 87; and in the further consideration of (1) all existing indebtedness of Borrover to Lender (including, but not limited to, the above-described advances), evidenced by promissory notes and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrover to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed Pifty Thousand and no/100-(\$50,000.00 ), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorney's fee of not less than fifteen per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrover does hereby mortgage, great and convey to Lender, and by these presents does hereby grant, bargain, sell, convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

(1) All that certain piece, parcel, lot or tract of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown as a 0.62 acre tract on plat of property of John D. Fowler by Carolina Surveying Company dated February 22, 1977, and lying on the northern side of Bowen Drive and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Bowen Drive, approximately 175-feet east of the intersection of Bowen Drive and the Greenville and Pelzer Road and running thence along the common line of grantees lot and lot of Ethel C. Holcombe N. 1-39 E. 145.1-feet to a point; thence S. 88.42 E. 195.4-feet to a point; thence S. 2-06 W. 136.05-feet to a point in the center of Bowen Drive; thence along the center of Bowen Drive S. 86-0 W. 195-feet to the point of beginning.

(2) ALL that certain piece, parcel, lot or tract of land situate, lying and being in Greenville County, South Carolina and lying at the intersection of Greenville add Pelzer Road and Bowen Drive as shown on plat for Ethel C. Holcombe by Carolina Surveying Company, dated February 22, 1977 and containing 1.11 acres more or less and having according to said plat the following metes and bounds:

BEGINNING at a point in the center of Bowen Drive at the joint front corner of the property and that now or formerly of John D. Powler and thence S. 85.00 W. 175 feet to a point, thence N. 02-00 E. 186 feet; thence N. 00-30 E. 100 feet to a point; thence S. 88-31 E. 175 feet to a point; S.01-39 W. 269.2 feet to the point of beginning.







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, water stock and all fixtures now or hereafter Estached to the property, all of which, including replacements or 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 lessehold estate if

this mortgage is on a leasehold), are referred to as the "property". DERIVATION: Title passed from (2) W. Daniel Yarborough, Jr., as Master in Equity for Greenville (1) Ethel C. Holconbe to the Borrover by deed dated (1) 4/12/77 (2) 10/15/82 ecorded (1) 4/13/77 the Office of the Clerk of Court County in Book (1) 1054

at Page (1) 519 (2) 336

TO HAVE AND TO HOLD, all and singular, the said property unto Leader and Leader's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other gtate, if any, as is stated hereinbefore), that he has good, right and lawful authority to sell, convey, nortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (If none, so state.)

Sunamerica Financial Corporation

(2) None

LM/daw/0237A

for <u>Greenville</u>