

Documentary Stamps are figured on
the amount financed: \$24,745.13

01-049977-42
BOOK 1587 PAGE 288

MORTGAGE

THIS MORTGAGE is made this 8th day of November 1982 between the Mortgagor, H. Perry Nichols and June E. Nichols (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 Thirty-six thousand, four hundred, eleven and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 8, 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 December 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, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the town of Mauldin, on the eastern edge of Rosewood Circle, being known and designated as Lot No. 80 of a subdivision known as Peachtree Terrace, Section 2, as shown on revised plat dated September 10, 1966, recorded in the R.M.C. Office for Greenville County in Plat Book PPP, at Page 36, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern edge of Rosewood Circle, joint front corner with Lot 82, S. 85-29 E. 266.1 feet to an iron pin on the line of Wallace & Davis property; thence S. 30-45 E. 55 feet to an iron pin; thence S. 51-25 W. 175 feet to an iron pin; thence N. 70-35 W. 197.2 feet to a point on the southeastern edge of Rosewood Circle; thence with the edge of said circle, N. 19-32 E. 62 feet to an iron pin; thence continuing with said circle, N. 9-18 E. 54 feet to the beginning corner. (This lot is the greater portion of Lot 80 and a portion of Lot 81 as shown on a previous plat of said subdivision).

This is that same property conveyed by deed of Leake & Garrett, Inc. to Henry Perry Nichols and June R. Nichols, dated 11/10/67, recorded 11/10/67, in Deed Volume 832, at Page 400, in the R.M.C. Office for Greenville County, SC.

GCTO ----- 3 N029 82

which has the address of 305 Rosewood Circle Mauldin
[Street] [City]
SC 29662 (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.