

Mortgagee's Mailing Address: 101 East Washington Street, Greenville, S.C.

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# MORTGAGE

BOOK 1539 PAGE 325

THIS MORTGAGE is made this 16th day of December 19. 82, between the Mortgagor, Charlton W. Winchester, III. and C. W. Winchester, Jr. (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 Three Thousand, Three Hundred Eighty Six and 80/100 (\$23,386.80) Dollars, which indebtedness is evidenced by Borrower's note dated December 16, 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 January 1, 1993

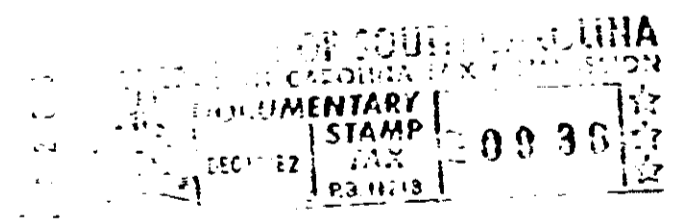
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the western side of Summit Drive (formerly Bennett Street), being known as Part of Lot 5, Block 1, Section A, on plat of Parkvale recorded in the RMC Office for Greenville County in Plat Book K at Page 52, and having according to a more recent survey prepared by R. W. Dalton, August 1956, the following metes and bounds:

BEGINNING at an iron pin on the western side of Summit Drive (formerly Bennet Street), which iron pin is located 327 feet, more or less, in a northerly direction from the northwest corner of the intersection of Summit Drive and Westview Avenue, and running thence N. 75-54 W. 157.1 feet; thence N. 12-0 E. 35.2 feet to the joint rear corner of Lots 5 and 6, Block 1, Section A; thence along the common line of said lots, S. 88-40 E. 170.4 feet to an iron pin on the western side of Summit Drive; thence along the western side of said Summit Drive, S. 20-0 W. 72.3 feet, more or less, to an iron pin at the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of B. Michael Pressely and Louise H. Pressley by deed dated December 16, 1982 and to be recorded herewith.

This is a second mortgage and is junior in lien to that mortgage executed to First Federal Savings and Loan Association of South Carolina to be recorded herewith.



which has the address of 301 Summit Drive Greenville

South Carolina 29609 (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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