

GR... FILED

BOOK 1591 PAGE 411

JAN 11 12 36 PM '83

S. C. MORTGAGE

THIS MORTGAGE is made this 3rd day of January 1983, between the Mortgagor, Timothy D. Faulkner and Sherri S. Faulkner (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 Fifty-two Thousand Six Hundred Fifty and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 3, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2013.

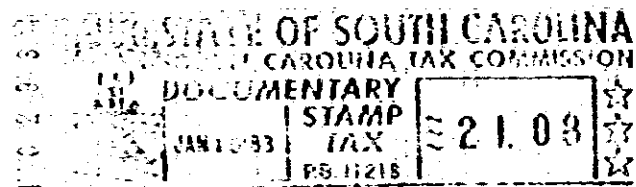
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 northern side of Tollgate Court, Town of Simpsonville, Greenville County, South Carolina being shown and designated as the major portion of lot 35 and a small portion of lot 34 on a plat of THE CEDARS (formerly Castlewood Sub-division) made by Dalton & Neves Engineers dated March, 1974, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-X at Page 93 and having according to a more recent survey thereof entitled PROPERTY OF TIMOTHY D. FAULKNER AND SHERRI S. FAULKNER made by Freeland & Associates dated December 29, 1982 and recorded in Plat Book 9-L at Page 8 the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Tollgate Court at the joint front corner of lots nos. 35 and 36 and running thence along the northern side of Tollgate Court, S. 71-21 W. 78.0 feet to an iron pin in the front line of lot no. 34; thence along a new line through lots 34 and 35, N. 22-57 W. 153.8 feet to an iron pin in the rear line of lot no. 35; thence along the rear line of lot no. 35, N. 76-40 E. 77.1 feet to an iron pin at the joint rear corner of lots nos. 35 and 36; thence along the common line of said lots, S. 23-38 E. 146.3 feet to an iron pin on the northern side of Tollgate Court, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Larry N. Spivey and Barry R. Batson dated March 20, 1981, recorded in Deed Book 1144 at Page 813 and by deed of Michael P. Goot and Karen J. Goot dated May 27, 1981, recorded in Deed Book 1148 at Page 888.

ECTO - 3 JAN 10 83



which has the address of 104 Tollgate Court, Simpsonville, S.C. 29681 (herein "Property Address");

094

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.

10411

4328 RV-21