



Documentary Stamp and Fees on the amount financed. \$ 8617.71.

BOOK 1594 PAGE 770

MORTGAGE

THIS MORTGAGE is made this 7th day of January 1983, between the Mortgagor, Robert E. Gorman, Jr. & Lisa M. Gorman (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirteen thousand, six hundred forty nine dollars and 04/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 7, 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 January 15, 1989

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 situate, lying and being in the county of Greenville, State of South Carolina, on the northern side of Ruby Drive, and being known and designated as Lot No. 7 of a subdivision known as New Furman Heights, as shown on a plat recorded in the RMC Office for Greenville County in Plat Book EE, at page 75, and having, according to said plat, the following metes and bounds, to Wit:

BEGINNING at an iron pin on the northern side of Ruby Drive, said pin being the joint front corner of Lots 7 and 8, and running thence with the common line of said lots, N. 7-23 E., 177.8 feet to an iron pin; thence running S. 78-02 E., 80.9 feet to an iron pin; running thence S. 7-23 W., 165.7 feet to an iron pin on the northern side of Ruby Drive; running thence with Ruby Drive, N. 82-37 W., 80 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Grantors herein by deed of David N. Buchanan and Nancy L. Buchanan, dated May 20, 1970, recorded May 20, 1970, in the RMC Office for Greenville County in Deed Book 893, at page 8.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights of way which are a matter of record and/or actually existing on the ground affecting the above described property.

The Grantee assumes and agrees to pay Greenville County Property taxes for the year 1978 and all subsequent tax years.

This is the same property conveyed by deed of Jimmy Darrell Waters and Delores N. Waters unto Robert E. Gorman Jr. and Lisa M. Gorman, dated 4-5-79 recorded 4-6-79 in the RMC office for Greenville County, volume 1100 page 37.

which has the address of 12 Ruby 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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