



Documentary Stamps are figured on the amount financed: \$ 36,073.58

MORTGAGE

THIS MORTGAGE is made this 13th day of January 1983 between the Mortgagor, Julian Ray Pate and Julia Ann Pate (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 Seventy-two thousand, eight hundred, sixty-seven and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 13, 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, 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 piece, parcel or lot of land on Duncan Chapel Road, Paris Mountain Township, Greenville County, State of South Carolina, known and designated as part of Tract No. 22 according to a plat of record in the RMC Office for Greenville County in Plat Book K at Page 24, and having, the following metes and bounds, to-wit:

BEGINNING at a point in Duncan Chapel Road on the G & K Railroad track at corner of Tract No. 17 and running thence along said tract S.06-22 W. 800 feet to a pin; thence N.75-20 W. 60.6 feet; thence N.11-15 E. 190 feet; thence due North 81.3 feet; thence N.15-15 W. 162 feet; thence N.10-30 W. 407.5 feet to point in center of Duncan Chapel Road; thence approximately S.80-15 E. along the center of said road 250 feet, more or less, to beginning corner, containing 3 acres, more or less, said tract being shown on the County Block Book as Lot 3, Section 7, page D-1.

THIS is the same property as that conveyed to the Mortgagor herein by deed from William M. Dickson, III and May O. Fenwick recorded in the RMC Office for Greenville County in Deed Book 1169 at Page 598 on July 2, 1982.

which has the address of 1601 Duncan Chapel Road, Greenville, South Carolina, (Street) (City) 29609 (State and Zip Code) (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 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.

06290

4328-RV-21