

FILED
GREENVILLE S.C.
APR 11 12 20 PM '83
DONNIE S. ASHBLEY
R.M.C.

MORTGAGE

BOOK 1601 PAGE 532

THIS MORTGAGE is made this 1st day of April 1983, between the Mortgagor, Carl F. Besenbach and Elizabeth M. Besenbach (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 Forty Thousand and No/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 1, 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 September 28, 1983

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 lot of land situate on the southeastern side of Green View Court in the County of Greenville, State of South Carolina, being shown as Lot No. 106 on a plat of Holly Tree Plantation, Phase II, Section III, dated August 17, 1977, prepared by Piedmont Engineers, recorded in Plat Book 6-H at page 10 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Green View Court at the joint front corner of Lot 105 and Lot 106 and running thence with Lot 105 S. 4-00 W. 145.7 feet to an iron pin at the joint rear corner of Lots 103, 105 and 106; thence with Lots 103 and 102 S. 49-00 E. 80 feet to an iron pin at the joint rear corner of Lots 101, 102 and 106; thence with Lot 101 N. 80-00 E. 160 feet to an iron pin at the joint rear corner of Lot 101 and Lot 106; thence N. 12-53 W. 90 feet to an iron pin at the joint rear corner of Lot 106 and Lot 107; thence with Lot 107 N. 52-21 W. 180.30 feet to an iron pin on Green View Court; thence with said court S. 43-40 W. 30 feet to an iron pin; thence still with said court S. 75-51 W. 25 feet to the point of beginning.

This is the same lot of land conveyed unto Carl F. Besenbach and Elizabeth M. Besenbach by Deed of Franklin Enterprises, Inc., dated May 31, 1978 and recorded June 9, 1978 in the RMC Office for Greenville County, South Carolina in Deed Book 1080, at Page 805.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX \$16.00

26285 DRW
Carl F. Besenbach
542-2-1-10.2

which has the address of Green View Ct., Greenville, South Carolina (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.

R.S.O.

R.S.O.