

FILED
GREENVILLE CO. S. C.
APR 18 1 08 PM '83
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

BGC 1602 PAGE 353

THIS MORTGAGE is made this 13th day of April 1983, between the Mortgagor, Richard K. Heusel and Gwendolyn D. Heusel (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").

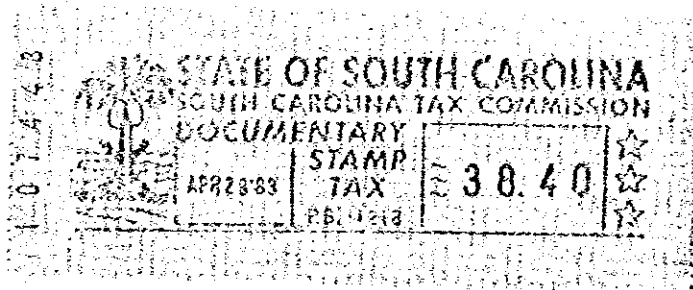
WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety-Six Thousand and 00/100 (\$96,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 13, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2003;

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 the buildings and improvements thereon, lying and being on the southerly side of James Street, in the City of Greenville, South Carolina, being known and designated as Lot No. 140 on plat of property of Richard K. Heusel, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book PP, Page 64, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of James Street, said pin being 514.4 feet, more or less, from the intersection of James Street and Buncombe Street, and running thence with the southerly side of James Street N. 62-18 E., 141.62 feet to an iron pin; thence S. 27-51 E., 309.57 feet to an iron pin; thence S. 70-39 W., 142.44 feet to an iron pin; thence N. 28-00 W., 288.89 feet to an iron pin at the point of beginning.

This is the same property conveyed to Richard K. Heusel by deed of B. Joan Sammons, dated January 12, 1981, recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1140 at Page 644, on January 13, 1981. Subsequently, Richard K. Heusel deeded an undivided one-half (1/2) interest in said property to his wife, Gwendolyn D. Heusel, dated April 13, 1983, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1186, Page 528, on April 18, 1983.



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which has the address of 106 James Street Greenville, S. C. 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 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.