

APR 21 3 06 PM '83
JOHNNIE S. W. WISLEY
R.M.C.

P. O. Box 1268
Greenville, SC 29602

MORTGAGE

803-1603 PAGE 84

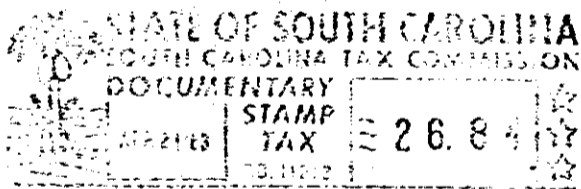
(#6431) THIS MORTGAGE is made this 21st day of April, 1983, between the Mortgagor, JAMES W. HUTCHISON (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Seven Thousand One Hundred and No/100 (\$67,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 21, 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, 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the easterly and southerly side of Tanager Circle, near the City of Greenville, S. C., and being designated as Lot No. 40 on the plat of "Sugar Creek Villas" as revised January 21, 1982 and recorded in Plat Book 8P, at page 54, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Tanager Circle, joint front corner of Lots No. 40 and 41 and running thence along the easterly side of said Circle N. 1-24 E. 52.86 feet to an iron pin; thence on a curve the chord of which is N. 46-24 E. 41.72 feet to an iron pin; thence along the southerly side of Tanager Circle S. 88-36 E. 76.85 feet to an iron pin, joint front corner of Lots No. 39 and 40; thence along the common line of said lots S. 1-24 W. 82.36 feet to an iron pin, joint rear corner of Lots No. 40 and 41; thence along the common line of said lots N. 88-36 W. 106.35 feet to an iron pin on the easterly side of Tanager Circle, the point of beginning.



DERIVATION: This is the same property to the Mortgagor herein by deed of Cothran & Darby Builders, Inc. of even date herewith to be recorded.

which has the address of 40 Tanager Circle, Sugar Creek Villas, Greer (City), South Carolina 29651 (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.

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