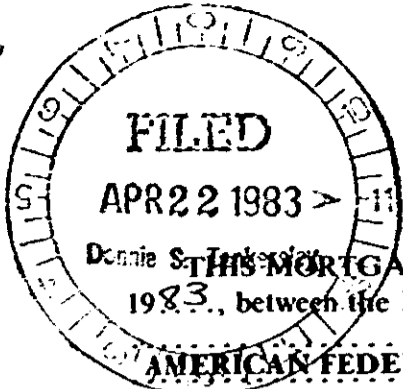


Documentary Stamps are figured on the amount financed: \$ 12,058.84



# MORTGAGE

THIS MORTGAGE is made this 25<sup>th</sup> day of MARCH 1983, between the Mortgagor, FRANK J. FOWLER, JR. AND NETTIE SUE FOWLER (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 TWENTY-THREE THOUSAND THREE HUNDRED SIXTY-FIVE AND 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated MARCH 25, 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 APRIL 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 certain piece, parcel, or lot of land in the State of South Carolina, County of Greenville, on the southwestern side of S. C. Highway 84, in Grove Township, near the City of Greenville, containing 5.85 acres, more or less, and consisting of a tract of 3.39 acres, more or less, conveyed to Jerry and Jean Robinson by deed recorded 552, at page 528, and a tract of 2.46 acres, more or less, conveyed to Jerry and Jean Robinson, by deed, recorded in Deed Book 601, at page 416, and according to surveys by C. O. Riddle made February, 1957, and November, 1955, being more particularly described together as follows:

BEGINNING at a point in the center of S. C. Highway 84 at the front corner of property now or formerly of J. R. Riddle and running thence with the line of said property S. 73-30 W. 529.3 feet to an iron pin at the corner of property now or formerly of Plemmons (iron pin on the line 25 feet from center of said highway); thence with the line of said Plemmons property S. 15-30 W. 221 feet to an iron pin; thence continuing S. 15-30 W. 234.2 feet to an iron pin; thence N. 73-30 E. 793.3 feet to a point in the center line of S. C. Highway 84 (iron pin on the line 24 feet from center); thence with center line of said highway N. 20-0 E. 87.5 feet to a point; thence continuing with the center N. 20-0 E. 300 feet to the beginning.

This is the same property conveyed by deed of Frank Robinson to Frank J. Fowler, Jr., deed dated March 21, 1969, recorded, March 25, 1969, in Deed Vol. 864 at Page 538, in the R. M. C. Office for Greenville County, South Carolina.

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which has the address of RT. 3, HOLCOMBE ROAD, SIMPSONVILLE, SC 29681 (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.