

Documentary Stamps are figured on the amount financed: \$ 10,027.04

# MORTGAGE

APR 20 1983

THIS MORTGAGE is made this 11th day of March 1983, between the Mortgagor, Boyce F. Lowery and Vickie B. Lowery (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 Twelve thousand eight hundred thirteen & 78/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 11, 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 October 15, 1986

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 situate in the State of South Carolina, County of Greenville, situate, lying and being on the west side of Roe Court, being known and designated as Lot 31 on a plat of CEDAR VALE Subdivision, made by Piedmont Engineers & Architects, March 24, 1966, recorded in the R.M.C. Office for Greenville County in Plat Book 000 at Page 13, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the west side of Roe Court, at the joint front corner of Lots Nos. 30 and 31, and running thence along the common line of said lots, N. 70-47 W. 170 feet to a point; thence running N. 19-13 E. 105 feet to a point; thence running along the common line of Lots 31 and 32, S. 70-47 E. 170 feet to a point on the west side of Roe Court; thence along said Roe Court, S. 19-13 W. 105 feet to the point of beginning.

This is the same property conveyed to the Grantor herein by deed of Jack E. Shaw Builders, Inc., dated August 27, 1971, and recorded August 30, 1971, in Greenville County Deed Book 923 at Page 631.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described property.

DERIVATION: This is the same property conveyed by deed of James R. Louwers unto Boyce F. Lowery and Vickie B. Lowery, dated March 12, 1979, recorded March 19, 1979 in Volume 1098 at Page 674 of the RMC Office for Greenville County, Greenville, South Carolina.

ALSO ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, known and designated as Lot #30, Cedar Vale, as shown on a plat thereof which is of record in the RMC office for Greenville County in Plat Book 000, at Page 13, said plat being craved for a metes and bounds description.

This being the same property conveyed to the grantor herein by deed of which has the address of 3 Roe Court Greenville (CONTINUED) South Carolina (herein "Property Address"); (State and Zip Code)

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.

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