

FILED
GREENVILLE S.C.
APR 27 3 17 PM '83

BOOK 1603 PAGE 981

MORTGAGE

THIS MORTGAGE is made this 26th day of April 1983, between the Mortgagor, Charles A. Boyer and Arlene J. Boyer (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").

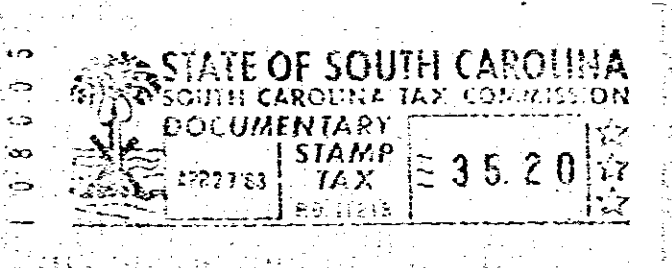
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Eight Thousand and no/100 (\$88,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 26, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, 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 in the State of South Carolina, County of Greenville, being known and designated as Lot No. 8 on a Plat of Holly Hill Subdivision, Sections I and II prepared by C.O. Riddle dated February 17, 1977 and amended April 5, 1977 recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 85 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern edge of Holly Hill Lane at the joint front corner of Lots 8 and 9 and running thence with the joint line of said lots, N. 30-55 E., 178.4 feet to an iron pin; thence S. 71-43 E., 63.9 feet to an iron pin; thence S. 16-47 E., 95 feet to an iron pin at the joint rear corner of Lots 7 and 8; thence with the joint lines of Lots 7 and 8, S. 49-07 W., 149.6 feet to an iron pin on the northeastern edge of Holly Hill Lane; thence with Holly Hill Lane, N. 49-59 W., 87 feet to an iron pin being the point of beginning.

This is that property conveyed to Mortgagor by deed of Robert E. Brathuhn, Jr., and Yvonne L. Brathuhn dated and filed concurrently herewith.



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which has the address of 109 Holly Hill Lane, Simpsonville, S.C. 29681 (herein "Property Address");

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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".

4.00.C.D

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.