

GREENVILLE
FILED
MAY 12 3 46 PM '83
DONNIE S. WATSON
R.M.C.

501 1396 328

MORTGAGE

THIS MORTGAGE is made this 10th day of May 1983, between the Mortgagor, Tracie Marie Gillespie and Robert M. Gillespie (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-one Thousand Nine Hundred and No/100 (\$21,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 10, 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 June 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 piece, parcel or lot of land, with improvements thereon, lying, situate and being in the State of South Carolina, County of Greenville, Butler Township, and having, according to plat entitled "Property of Tracie Marie Gillespie", prepared by Charles F. Webb, PLS, dated May 9, 1983, and recorded in RMC Office for Greenville County in Plat Book 95, Page 65, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Snipes Road, and running thence along the southeastern side of Snipes Road, N. 45-46 E., 210 feet to an iron pin; thence S. 52-30 E., 210 feet to an iron pin; thence S. 45-46 W., 210 feet to an iron pin; thence N. 52-30 W., 210 feet to an iron pin, the point of beginning.

This is the same property conveyed to Tracie Marie Gillespie by deed of Thelma Duncan, Betty B. Chandler, Louie J. Bagwell and Harold J. Bagwell, Jr., being the sole heirs at law of the Estate of Louise P. Bagwell Smith, dated March 28, 1983, and recorded March 29, 1983, in the RMC Office for Greenville County in Deed Book 1185, Page 155.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
MAY 23 1983
STAMP TAX \$08.76

which has the address of Rt. 2, Snipes Road, Greenville, S. C. 29607 (Street) (City) (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 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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