



BOOK 1607 PAGE 237

Documentary Stamps are figured on the amount financed: \$ 6,356.56

# MORTGAGE

THIS MORTGAGE is made this 28th day of April 1983 between the Mortgagor, Jerry Lee Rodewald (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 Eight Thousand Nine Hundred Fifteen and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 28, 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 5-15-88

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 in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Henderson Street and being known and designated as part of Lot No. 67 on a plat of CITY VIEW Subdivision recorded in the RMC Office for Greenville County in Plat Book A at Page 461 and also being shown on a more recent plat entitled "Property of Jerry Lee Rodewald", dated May 4, 1977, prepared by Carolina Surveying Company, recorded in the RMC office for Greenville County in Plat Book 6 D at Page 65 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Henderson Street, said point being 45.5 feet south of the intersection of Montana Street and Henderson Street and running thence N. 89-30 W 90 feet to an iron pin; thence N. 00-30 E. 45.5 feet to an iron pin on the southern side of Montana Street; thence with the southern side of said Street, S. 89-30 E. 90 feet to an iron pin at the southwestern corner of the intersection of Montana Street and Henderson Street; thence with the western side of Henderson Street, S. 00-34 W 45.5 feet to the point of beginning.

This is the same property as that conveyed to the Grantors herein by deed from Carolyn Witmer Mull recorded in the RMC Office for Greenville County in Deed Book 1055 at Page 907 dated March 3, 1977.

This is that same property conveyed by deed of Richard J. Sanders and Florence Sanders to Jerry Lee Rodewald, dated May 18, 1977 and recorded 5-23-77 in Deed Volume 1057 at Page 70 in the RMC office for Greenville County, SC.

which has the address of 127 Henderson Street Greenville, SC 29611 (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 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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