



MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 7,557.04 BOOK 1610 PAGE 842

THIS MORTGAGE is made this 25th day of April 1983 between the Mortgagor, Theophil D. Schmitt and Audrey M. Schmitt (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 Ten Thousand-Seven Hundred-Forty One and 20/100 (10,741.20) Dollars, which indebtedness is evidenced by Borrower's note dated April 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 May 15, 1988

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, together with improvements thereon, situate, lying and being on the western side of Pimlico Road in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot 459 on plat of Section D. of Gower Estates, recorded in Plat Book RR, page 193, and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the western side of Pimlico Road at the corner of Lot 458 and running thence with the western side of said road N. 32-22 E. 130 feet to an iron pin at the corner of Lot 460; thence with the line of said lot N. 56-07 W. 200.2 feet to an iron pin; thence S. 12-19 W. 87 feet to an iron pin; thence S. 28-37 W. 30 feet to the corner of Lot 458; thence with the line of said lot S. 49-38 E. 169.9 feet to the point of beginning.

This conveyance is made subject to all easements, rights of way, set back lines, roadways, and zoning ordinances, if any of record.

The grantee herein agrees to assume that mortgage given by the grantors herein to Fidelity Federal Savings & Loan Association, dated January 28, 1977 and recorded in the R. M. C. Office of Greenville County, South Carolina, in Mortgage Book 1388 at Page 39, said mortgage having a present principal balance of Forty-Seven Thousand Forty and 38/100 (47,040.38)

Derivation Clause:

This is the same property conveyed by George W. Armfield, Jr. and Marcia Armfield by deed dated 8-2-78, recorded 8-4-78 in Volume 1084 at page 664 in the R. M. C. Office for Greenville County, South Carolina.

5070 --- JUN 9 83 572

which has the address of 435 Pimlico Drive, Greenville, South Carolina 29607 (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.

435

4328 RW 2