

FILED  
GREENVILLE S.C.  
JUN 14 12 51 PM '83

# MORTGAGE

BOOK 1611 PAGE 310

BOOK 1613 PAGE 984

THIS MORTGAGE is made this 9th day of June, 1983, between the Mortgagor, Jerry B. Gebhardt and Joan C. Gebhardt, (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 One Hundred Thousand, Five Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 9, 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 July 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 situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 442 shown on a plat of the subdivision of Sugar Creek, Map 3, Sec. 2, recorded in the RMC Office for Greenville County in Plat Book 7X at page 2, and having according to said plat the following metes and bounds to-wit:

Beginning at an iron pin on the southeastern side of Sweetwater Court, the joint front corner of Lots 442 and 443, and running thence with the joint line of said lots S 74-06-46 E 150.0 feet to an iron pin; thence S 8-19-17 W 100.89 feet to an iron pin joint rear corner of Lots 442 and 441; thence with the joint line of said lots N 74-06-46 W 163.28 feet to an iron pin on the southeastern side of Sweetwater Court; thence with the southeastern side of said street N 15-53-14 E 100.00 feet to the point of beginning.

Being the same property conveyed to mortgagors herein by deed of Dennis O. McCleary and Janet S. McCleary dated September 15, 1982, recorded September 16, 1982 in Deed Book 1174 at page 21.

re-recorded to correct typographical error

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP TAX  
40.20  
JUN 14 1983

which has the address of 106 Sweetwater Court, Greer, S. C. 29651 (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 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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