

FILED
JUL 10 1983
S. C.

MORTGAGE

THIS MORTGAGE is made this 1st day of June 1983, between the Mortgagor, James H. Garrett and Audrey D. Daniel (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 Twelve Thousand Six Hundred Seventy-Nine Dollars & 80/100---Dollars, which indebtedness is evidenced by Borrower's note dated June 1, 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, 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 lot of land situate on the southwestern side of Gosnell Drive in the County of Greenville, State of South Carolina, being shown as a tract containing 10 acres on a plat of property of Bobby Joe Keaton prepared by Terry T. Dill dated April 27, 1971, recorded in the RMC Office for Greenville County in Plat Book at Page and having, according to said plat, the following metes and bounds, to wit:

Beginning at a point near the center of Gosnell Drive at the corner of property now or formerly belonging to Rachel B. Parker and running thence with Gosnell Drive S 74-41 E 90 feet to a point; thence still with said Drive S 45-16 E 140 feet to a point; thence still with said Drive S 30-24 E 100 feet to a point at the corner of property now or formerly belonging to Ida Marie Gosnell; thence with Gosnell property S 43-45 W 1670 feet to an iron pin; thence N 28-30 W 200 feet to an iron pin; thence N 39-12 E 1602 feet to the point of beginning.

This conveyance is made subject to all restrictions, set back lines, roadways, easements and rights of way, if any, appearing of record, on the premises or on the recorded plat, which affect the property hereinabove described.

This is the same property conveyed by deed of Bobby Joe Keaton to James H. Garrett and Audrey D. David, dated May 27, 1976 and recorded in the RMC office for Greenville County in Deed Volume 1037 Page 78.

which has the address of Gosnell Drive Travelers Rest, South Carolina 29690 (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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