

MORTGAGE

BOOK **1617** PAGE **398**

THIS MORTGAGE is made this 27th day of May, 1983, between the Mortgagor, Francis W. Gregory and Katherine R. Gregory (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 Thirty-four Thousand One Hundred thirty-nine and 28/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 27, 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 15, 1990;

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 those pieces, parcels or lots of land in Chick Springs Township Greenville County, South Carolina, lying and being on the Western side of Rose Garden Street and being known and designated as Lots Nos. 18, 19, 20, 21, 22, 23, 24 and part Lot No. 17 of Block E. of Buena Vista as shown on plat thereof which is recorded in the R.M.C. Office for Greenville County in Plat Book "W", at pages 11 and 29, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western side of Rose Garden Street, joint front corner of Lots Nos. 24 and 25 and running thence S. 73-08 W. 160.2 feet to an iron pin, the joint rear corner of Lots Nos. 24 and 25; thence running with the rear lines of Lots Nos. 24, 23, 22, 21, 20, 19, 18, and part of Lot No. 17, N. 13-17 W. 265 feet to a point, which point is 20 feet in a Northerly direction from the joint rear corner of Lots Nos. 17 and 18; thence with a new line through Lot No. 17, which line is 20 feet North of and parallel to the joint lines of Lots Nos. 17 and 18, N. 73-08 E. 178 feet, more or less to a point on the Western side of Rose Garden Street; thence running with Rose Garden Street S. 9-43 E. 266.6 feet to the point of beginning.

This is the same property conveyed to the Grantor herein by two deeds, which are recorded in Deed Book 435, at Pages 84 and 95.

This deed is made subject to any restrictions, easements, and rights-of-way that may appear of record and/or on the recorded plat and/or on the premises.

This is that same property conveyed by deed of Broughton M. Cooper to Francis W. Gregory and Katherine R. Gregory, dated November 17, 1972 and recorded November 17, 1972, in Volume 960 at Page 527 of the RMC Office for Greenville County. Interest from Francis W. Gregory to Katherine R. Gregory, dated June 11, 1974 and recorded July 17, 1974 in Volume 1003 at Page 186 of the RMC Office for Greenville County.

which has the address of 7 Rose Garden Street, Taylors, SC, 29687
(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 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.

