

FILED
GREENVILLE SOUTH CAROLINA MORTGAGE

JUL 28 2 24 PM '83

THIS MORTGAGE was made this 28th day of July 1983, between the Mortgagor, Herman F. Dill, Jr. (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 Fifty-Five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 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 August 1, 1993

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:
PARCEL NO. 1:

All those pieces, parcels or lots of land with the improvements thereon, situate, lying and being in or near the city of Greenville, county of Greenville, state of South Carolina, and being more particularly described as Lots Nos. 232, 233 and 234 as shown on a plat entitled "Survey for Donald Kelley, et al." prepared by C. O. Riddle, RLS, dated September 4, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8S at Page 30, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the front corner of Lot No. 234 and proceeding from the intersection of Cooper and Green Street S. 24-42 W. 201.0 feet to the joint front corner of Lots Nos. 232 and 231; thence running from that corner S. 63-36 W. 110.0 feet to the joint rear corner of Lot No. 232 and to a point on line of Lot No. 222; thence continuing with the line of Lots Nos. 231 and 222 N. 24-42 W. 201.22 feet to an iron pin at the joint front corner of Lots Nos. 234 and 219; thence running along the line of Lot No. 234 N. 63-43 E. 110 feet to the point of beginning.

PARCEL NO. 2:

All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the state of South Carolina, county of Greenville, being shown on plat of property of Herman Dill prepared by Carl F. Duncan and surveyed by Terry T. Dill, RLS No. 104, dated June 21, 1976, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the easterly edge of the old White Horse Road and running thence N. 03-34 W. 55 feet to a point in center of Oil Mill Road; thence with the center line of said Oil Mill Road N. 76-15 E. 725.3 feet to a point; thence with line of other property of mortgagor herein S. 02-26 E. 213.6 feet to a point; thence S. 88-55 W. 710 feet to the beginning corner, containing according to said plat 1.5 acres, more or less.

As to the first parcel, this mortgage represents a valid first mortgage lien.

As to the second parcel, this mortgage is second and junior in lien to a mortgage given in favor of First Federal Savings and Loan Association in the original amount of \$217,000.00, recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1370 at Page 797.

The first parcel is the same property conveyed to the mortgagor herein by deed of Kenneth L. Stone and Calvin P. Mullinax recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1152 at Page 207.

The second parcel is a portion of the same property conveyed to the mortgagor herein which has the address of (description continued on back)

(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.

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