



1920-625
Secondary Stamps are figured on
the amount financed: \$

MORTGAGE

THIS MORTGAGE is made this 1st day of July 1983 between the Mortgagor, Harry E. Kilby and Dorothy N. Kilby (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 Forty-Two Thousand Four hundred forty-seven and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 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 July 15, 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: All that piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as Lot No. 179, Section III-B, of Westcliffe Subdivision, as shown on a plat thereof prepared by Piedmont Engineers and Architects, December 11, 1963 revised September 24, 1965 and recorded in the R.M.C. Office for Greenville County in Plat Book JJJ at pages 72, 73, 74 and 75, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southern side of Eastcliffe Way at the joint front corner of Lots #179 and #180; thence running S. 32-05 E. 174 feet to an iron pin; thence S. 04-41 E. 281.4 feet to an iron pin; thence S. 85-12 W. 138.4 feet to an iron pin; thence N. 20-38 W. 365.2 feet to an iron pin on the Southern Side of Eastcliffe Way; thence with Eastcliffe Way N. 57-08 E. 180 feet to an iron pin, the point of beginning.

This conveyance is made subject to Restrictions recorded in the R.M.C. Office for Greenville County in Deed Book 783 at page 405, reference to which is hereby craved, and to any further restrictions, zoning ordinances, setback lines, roads, or passageway, easements and rights of way, if any, affection the above described property.

This is that same property conveyed by deed of Jewell A. Murrell to Harry E. Kilby and Dorothy N. Kilby, dated 4/14/69, recorded 4/15/69, in Volume 866, at page 45, in the R.M.C. Office for Greenville County, S.C.

which has the address of 311 Eastcliffe Way, Greenville, S. C. 29611 (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 covering Lender's interest in the Property.

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