

GREENVILLE 29607
JUL 17 2 38 PM '83
SOUTH CAROLINA

1041-400

MORTGAGE

THIS MORTGAGE is made this 16th day of August 1983, between the Mortgagor, Donald R. Trammell and Janice V. Trammell (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 Ninety-Seven Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 16, 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

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 certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on Roper Mountain Road, being shown and designated as 3.0 acres on plat entitled "Property of Donald R. Trammell", dated June 11, 1975, prepared by Preeland & Associates, RLS, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Roper Mountain Road at the joint front corner with property now or formerly belonging to Eva H. Jones and running thence with the center line of Roper Mountain Road, S.48-17 E. 257 feet to a nail and cap in the intersection of Roper Mountain Road with Feaster Road; thence following the curved center line of Feaster Road, the traverse of which is as follows: S.04-33 W. 300 feet to a nail and cap; thence S.18-06 W. 313.4 feet to an old nail and cap in the center of Feaster Road near the intersection of Rocky Creek Road and Feaster Road; thence along the common line with property now or formerly of S. O. Bagwell, and along the center line of a gravel drive, N.25-00 W. 533 feet to an old iron pin at the corner of property now or formerly of Eva H. Jones; thence with the joint line of said Jones property, N.38-30 E. 236 feet to the point of beginning. LESS, HOWEVER, that certain lot of land being shown and designated on plat entitled "Property of Donald R. Trammell", prepared by Clifford C. Jones, RLS, dated March 3, 1982, and recorded in the RMC Office for Greenville County in Plat Book 8-Y at Page 39.

THIS is a portion of that same property conveyed to the Mortgagors herein by deed from the Estate of O. H. Bagwell recorded in the RMC Office for Greenville County in Deed Book 1020 at Page 1 on June 18, 1975.

ALSO: ALL that certain piece, parcel or tract of land situate, lying and being in the County of Greenville, State of South Carolina, in Butler Township, on the eastern side of Dublin (Stroud) Road and being shown and designated as a 12.93 acre tract on a plat entitled "Property of Donald R. Trammell and Janice V. Trammell", prepared by Jones Engineering Service, dated July 10, 1981, and recorded in the RMC Office for Greenville County in Plat Book 8-Q at Page 46 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Edna H. Green recorded in said RMC Office in Deed Book 1151 at Page 330 on July 16, 1981, which has the address of 36 Shannon Lake Circle, Greenville, South Carolina 29607, therein "Property Address";

THIS IS A SECOND MORTGAGE OVER EACH OF THE ABOVE PARCELS OF LAND.

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 all covenants, conditions 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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