

MORTGAGE

THIS MORTGAGE is made this 11th day of November 1983, between the Mortgagor, **WILLIAM J. WIRTHLIN** (herein "Borrower"), and the Mortgagee, **AMERICAN FEDERAL BANK F.S.B.** 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 **EIGHTY EIGHT THOUSAND AND NO/100** Dollars, which indebtedness is evidenced by Borrower's note dated **November 11, 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 **December 1, 2013**

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 State of South Carolina, County of Greenville, being known and designated as Lot No. 104 on plat of property of the Estate of Tully P. Babb, recorded in Plat Book QQ at Pages 162-163, in the RMC Office for Greenville County, and having, according to a more recent survey prepared by Blackwood Associates, Inc., Engineers, Spartanburg, South Carolina, dated November 4, 1983, entitled, "Property of William J. Wirthlin", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Stonehaven Drive, joint corner of Lots 104 and 105, and running thence with the line of Lot 105, S. 89-55 W. 355.2 feet to an iron pin; thence N. 9-08 W. 100 feet to an iron pin; thence N. 5-25 W. 50 feet to an iron pin at the joint rear corner of Lots 103 and 104; thence with the line of Lot 103, N. 89.47 E. 389.8 feet to an iron pin on Stone haven Drive; thence with said Drive S. 5-22 W. 150 feet to the point of BEGINNING.

THIS is the same property conveyed to William J. Wirthlin and Wanda M. Wirthlin by deed of Edward H. Hembree, dated July 28, 1967 and recorded in the R.M.C. Office for Greenville County in Deed Book 824 at Page 455. Wanda M. Wirthlin conveyed her one-half interest to William J. Wirthlin by deed dated November 11, 1983 and recorded simultaneously herewith.

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which has the address of **26 Stonehaven Drive** **Greenville**
(Street) (City)
South Carolina 29607 (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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