

RECORDED
NOV 17 1983
S. CAROLINA

1635 821
The amount of this instrument is \$16,358.21

MORTGAGE

THIS MORTGAGE is made this 17th day of October 1983 between the Mortgagor, Robert C. and Lesia E. Ochs (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of SOUTH CAROLINA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-eight thousand one hundred thirteen and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated 10-17-83 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 20, 1988

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 situate, lying and being on the northern side of Fisher Road in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 1 on a plat entitled "Terra Oaks Subdivision", prepared by Carolina Surveying Co., recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-X, at page 33, and having, according to said plat and a more recent plat entitled "Property of Robert C. Ochs and Lesia Ochs", prepared by Freeland & Associates, dated November 6, 1981, the following Metes and Bounds:

BEGINNING at an iron pin on the northern side of Fisher Road at the joint front corner of Lots 1 and 2 and running thence with the line of Lot No. 2 N. 37-32 W. 261.4 feet to an iron pin in the line of Lot No. 4; thence with the line of Lot No. 4 N. 51-10 E. 75 feet to an iron pin on the southern side of the cul-de-sac of Terra Lane; thence with the curve of said cul-de-sac, the chords of which are as follows: S. 86-36 E. 32.8 feet to an iron pin; thence N. 54-53 E. 32.6 feet to an iron pin; thence 30-15 E. 31.2 feet to an iron pin on the southern side of Terra Lane; thence with the southern side of Terra Lane N. 65-03 E. 60 feet to an iron pin in the line of Lot No. 18; thence S. 24-43 E. 246.1 feet to an iron pin on the southern side of Fisher Road; thence with the southern side of Fisher Road S. 52-46 W. 165.3 feet to the point of beginning.

This is the identical property conveyed to the Grantor herein by deed of Terra Oaks, Inc., dated November 10th, 1981, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1158, at page 306, on November 13, 1981.

The within conveyance is subject to such restrictions, setback lines, zoning ordinances, utility easements and rights of way, if any, as may affect the above described property.

This is that same property conveyed by deed of George Dunit to Robert C. and Lesia Ochs, dated Nov. 13, 1981, recorded 11-13-81, in volume 1158 at page 307 of the RMC Office for Greenville County, S.C.

which has the address of 19 Fisher Drive Greenville, S.C. 29615
(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 unincumbered, 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.

SOUTH CAROLINA 20137.08
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