

FILED
NOV 17 1983

MORTGAGE

VOL 1635 PAGE 833

THIS MORTGAGE is made this 14th day of October 1983, between the Mortgagor, Tommy H. Bagwell and Frances T. Bagwell (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 Fifteen thousand, one-hundred, two-hundred and sixty/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 14, 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 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 certain piece, parcel or lot of land in Greenville County, State of South Carolina being known and designated as Lot No. 24 of Subdivision known as WOODCLIFF as shown by plat thereof, prepared by Piedmont Engineers and Architects, dated June 23, 1971, and recorded in Plat Book 4-N at page 44 in the RMC Office for Greenville County.

Reference to said plat is hereby craved for a more particular description.

This conveyance is made subject to the restrictive and protective covenants affecting the Subdivision known as WOODCLIFF, said restrictive and protective covenants being recorded in the RMC Office for Greenville County in Deed Volume 929 at page 412.

This conveyance is made subject to any restrictive covenants, building set-back lines, rights-of-way and easements which may affect the above described property.

This being the same property conveyed to the grantor herein by deed recorded in Deed Volume 944 at page 512 in the RMC Office for Greenville County. See also Deed Volume 937 at page 591.

This is that same property conveyed by deed of Builders and Developers, Inc. to Tommy H. Bagwell and Frances T. Bagwell, dated March 2, 1973, recorded March 6, 1973, in Volume 969, at Page 199, in the R.M.C. Office for Greenville County, SC.

which has the address of 108 Woodcliff Court, Simpsonville, South Carolina 29681 (herein "Property Address");

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.

SOUTH CAROLINA STATE DEPARTMENT OF REVENUE

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