

MORTGAGE

NOV 18 1983
L. S. Williams

THIS MORTGAGE is made this 15th day of September 1983 between the Mortgagor, James Patrick Cunningham and Nelle Elizabeth Cunningham (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 Sixty-four thousand, five hundred, eighty-eight and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 15, 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 5, 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 containing 5.63 acres, situate, lying and being on the eastern side of Cunningham Road in the County of Greenville, State of South Carolina, being shown and designated on Plat of James Patrick Cunningham, dated May 11, 1977, prepared by W. R. Williams, Jr., RE & LS, recorded in Plat Book _____ at Page _____, as follows:

BEGINNING at a spike in the center of Cunningham Road and running thence N. 6-37 W. 50 feet to a spike; thence N. 68-51 E. 480.1 feet to an iron pin; thence S. 79-25 E. 496.8 feet to an iron pin; thence N. 84-27 E. 175.4 feet to an old iron pin; thence S. 48-21 W. 498.9 feet to an old iron pin; thence N. 76-00 W. 754.7 feet to a spike in the center of Cunningham Road, the point of beginning.

ALSO: An easement appurtenant for the purposes of ingress and egress, 10 feet in width, over and along that certain existing roadway leading from Cunningham Road to the above described property, which roadway crosses other property owned by the Grantor and Grantees adjoining the above-described property on its northern side.

Derivation: Estate File of Charles Ray Cunningham recorded in Apartment 127C File 7 in the Greenville County Probate Court and Deed of S. B. Cunningham recorded April 30, 1948 in Deed Book 344 at Page 499. Charles Ray Cunningham's heir's at Probate were his wife, Kathryn C. Cunningham, and his two children, James Patrick Cunningham and Joseph Ralph Cunningham, all who took an equal interest in the above property.

This is that same property conveyed by deed of Joseph Ralph Cunningham to James Patrick Cunningham, dated June 25, 1977, recorded June 28, 1977, in Deed Volume 1059, at Page 422, in the R.M.C. Office for Greenville County, SC.

This is also that same property conveyed by deed of Kathryn C. Cunningham, all of her interest, to James Patrick Cunningham and Nelle Elizabeth Cunningham, dated June 25, 1977, recorded June 28, 1977, in Deed Volume 059, Book 418, in the R.M.C. Office for Greenville County, SC. which has the address of Cunningham Rd. Travelers Rest.

SC 29690 (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.

2000

1636-24

GC10
3 NOV 17 83
024
4.0000