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JOHN L. WILKINSLEY  
R.M.C.

Vol 1036 4 830

# MORTGAGE

THIS MORTGAGE is made this 22 day of November 1983, between the Mortgagor, Charlie A. Wilkins and Adam Fisher, Jr. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB, 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 One Hundred Sixty Thousand (\$160,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 22, 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, 2003

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, together with all improvements thereon, situate, lying and being on the Southeastern side of Pettigru Street, in the City of Greenville, State of South Carolina, being known and designated as Lot No. 2, on plat entitled "Property of James O. Farnsworth", dated November 4, 1982, prepared by Carolina Surveying Co., and recorded in the RMC Office for Greenville County, S.C. in Plat Book 9-1, at Page 42, and having, according to said plat, the following metes and bounds to wit:

BEGINNING at an iron pin on the southeastern side of Pettigru Street at the joint front corner of Lots Nos. 2 and 3 and running thence with the line of Lot No. 3., S. 20-35 E. 138.4 Feet to an iron pin in the line of a ten (10') foot alley; thence with the line of said ten (10') foot alley, S. 64-56 W. 60 feet to a point on a catch basin at the joint rear corner of Lots Nos. 1 and 2; thence with the line of Lot No 1, N 20-35 W. 138.4 feet to an iron pin on the southeastern side of Pettigru Street at the joint front corner of Lots Nos. 1 and 2; thence with the southeastern side of Pettigru Street, N. 64-56 E. 60 feet to the point of beginning.

This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements, and rights-of-way, if any, affecting the above described property.

This is the same property conveyed to the mortgagor herein by deed of James O. Farnsworth dated April 27, 1983 as recorded in the RMC Office of Greenville County in Deed Book 1187 at page 188. Also being the same property conveyed to Adam Fisher, Jr., by deed of Charles A. Wilkins dated November 23, 1983 conveying Forty (40%) percent interest and recorded in the RMC Office for Greenville County in Deed Book 1201 at page 192.

which has the address of 302 Pettigru Street, Greenville, South Carolina

29602 (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.

SOUTH CAROLINA 1983 NOV 22 1544 INSTRUMENT

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RECORDED IN DEED BOOK 1201 PAGE 192

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