

FILED
NOV 25 1983

MORTGAGE

VOLUME 13

of the County of Greenville, South Carolina, recorded on the amount of \$ 5,056.04.

THIS MORTGAGE is made this 24th day of October 1983, between the Mortgagor, James T. Phillips and Doris M. Phillips (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 Seven Thousand Sixty Nine Dollars and Twenty Cents Dollars, which indebtedness is evidenced by Borrower's note dated October 24, 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 November 1, 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, as shown on a Plat entitled "SECTION II, CHICK SPRINGS, TAYLORS, SOUTH CAROLINA", made by Piedmont Engineers & Architects, Greenville, South Carolina, July 18, 1966, and recorded in the RMC Office for Greenville County in Plat Book 000 at Page 51, and also Plat recorded in Plat Book PPP, at Page 75, and having, according to said plats the following metes and bounds, to-wit:

BEGINNING at an iron pin, at the joint front corner of Lots 23 and 24, and running thence S. 9-14 W. 90 feet to an iron pin; thence N. 89-13 W. 157.8 feet to an iron pin; thence N. 5-50 E. 87.85 feet to an iron pin; thence S. 86-34 E. 163.5 feet to an iron pin, the point of beginning.

This is the same property conveyed by deed of Frank Ulmer Lumber Co. Inc. to James Thomas Phillips and Doris M. Phillips on April 18, 1974 and recorded April 19, 1974 in the RMC Office for Greenville County in Deed Volume 997 at Page 385.

which has the address of 10 Melvin Circle Taylors, South Carolina 29687 (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 1983 FAVA FHLMC UNIFORM INSTRUMENT

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