

Documentary Stamps are figured on the amount financed: \$ 9,057.64.

MORTGAGE

THIS MORTGAGE is made this 4th day of November 1983, between the Mortgagor, James E. Bagwell and Diane C. 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 Twelve Thousand Seven Hundred ... Twenty Three dollars and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 4, 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 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 lot of land in the State of South Carolina, County of Greenville, in Grove Township, containing 2.81 acres according to a plat of Property of Shannon H. and Ruby R. McCall, prepared by C.O. Riddle, RLS, dated July 2, 1974 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a nail and cap in the center of a County Road, corner of property formerly of Woodrow Cockfield and running thence with the line of said Cockfield property, N. 5-08 E., 751.8 feet to an iron pin on the line of property of the M. C. Moon Estate; thence with the line of said Moon Estate property, S. 78-59 E., 180.3 feet to an iron pin at the rear corner of a 5.89 acre tract of Shannon H. McCall and Ruby R. McCall; thence with the line of said 5.89 acre tract, S. 7-43 W., 741.75 feet to a nail and cap in the center of the aforesaid County Road; thence with the center of said Road, N. 81-55 W., 145.9 feet to the point of beginning.

This is that same property conveyed by deed of Shannon H. McCall and Ruby R. McCall to James E. Bagwell and Diane C. Bagwell dated Sept 25, 1974 and recorded Sept 27, 1974 in Deed Volume 1007 at Page 429 in the RMC Office for Greenville County, SC.

which has the address of Rt. 4 Emily Lane, Piedmont, SC 29673 (herein "Property Address"); (Street) (City) (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.

GCTO -----3 DE 14 83 064 4.0000

2786

2786