

MORTGAGE

THIS MORTGAGE is made this 2 day of November 1983 between the Mortgagor, Jimmie D. Henderson and Dorothy A. Henderson (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 Nineteen Thousand, Three Hundred and fifty-one Dollars and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 2, 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 15, 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 situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Belvue Road (formerly Pine Street), and being known and designated as Lot 4 on a plat to be recorded, and having according to said plat the following metes and bounds:

BEGINNING at a pin on the northern side of Belvue Road, 25 feet west of a water main extending from said Road in a northerly direction, and running thence N. 4-27 W. 200 feet to a pin; thence S. 88-49 W. 100 feet; thence S. 4-27 E. 200 feet to a pin on the north side of said Belvue Road; thence with said Road N. 88-49 E. 100 feet to the beginning corner.

Being the same property conveyed to the grantor by deed recorded in Deed Book 600 at Page 43.

The above described property is conveyed subject to the following restrictions:

1. Said lot shall be used for residential purposes only.
2. No residence with less floor space than 1450 square feet shall be constructed on said lot (this excludes outbuildings), and no dwelling shall be constructed thereon costing less than \$10,000.00.
3. No residence shall be constructed on said lot nearer than 35 feet to the street upon which said lot fronts.
4. House trailers and residences other than single family dwellings are prohibited on said lot.

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This is that property conveyed by deed of Ora Greene Kelley to Jimmy D. and Dorothy A. Henderson, dated 4-27-66, recorded 4-29-66, in Volume 797, at Page 330, in the R.M.C. Office for Greenville County.

which has the address of 210 Belvue Rd., Greenville, S.C. 29609 (Street) (City) (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.

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