

FILED  
GREENVILLE S.C.

**MORTGAGE**

VOL 1848 PAGE 41

FEB 15 9 47 AM '84

THIS MORTGAGE is made this 14th day of February 1984, between the Mortgagor, Joseph P. Austin and Nancy H. Austin (herein "Borrower"), and the Mortgagee, Alliance Mortgage Company, a corporation organized and existing under the laws of Florida, whose address is P.O. Box 4130, Jacksonville, Florida 32231 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-five Thousand One Hundred Fifty and no/100's (\$35,150.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 14, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2014.

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, with all improvements thereon, situate, lying and being in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot No. 190, on Plat of Section III of Westwood Subdivision, prepared by Piedmont Engineers & Architects, and recorded in Plat Book 4-N at Page 30, said lot being situated on the Northern side of Cheyenne Drive and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Westerly side of Cheyenne Drive and running thence with the rear line of Lot 189, N. 89-11 W. 85 feet to an iron pin; thence with the line of Lot 191, N. 4-54 E. 115.7 feet to an iron pin on a turn around; thence with the edge of said turn around, the chord of which is N. 50-57 E. 35 feet to an iron pin; thence N. 89-39 E. 40.0 feet to an iron pin; thence S. 41-40 E. 33.0 feet to an iron pin on the Westerly side of Cheyenne Drive; thence with the Westerly side of Cheyenne Drive, S. 7-00 W. 115.0 feet to the beginning corner.

This being the same property conveyed to the Mortgagor by Deed of even date to be recorded herewith.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
STAMP  
TAX  
14.08

which has the address of 402 Cheyenne Drive, Simpsonville, S.C. 29681 (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.

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