

FILED  
GREENVILLE CO. S. C.

AUG 15 4 50 PM '83

DONNIE S. TANKERSLEY  
R.H.C.

BOOK 86 PAGE 903

MORTGAGE

BOOK 1821 PAGE 171

Att: Eric Stoffach

THIS MORTGAGE is made this 12th day of August, 1983, between the Mortgagor, U. S. Retirement Corporation, (herein "Borrower"), and the Mortgagee, AMERICAN SERVICE CORPORATION, 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 Three Hundred Seventy Thousand and No/100 (\$370,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 12, 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, 1988.

To SECURE to Lender (a) the repayment of the indebtedness, (b) reservations or grants to owners of property within Swansgate set forth in the Protective Covenants, Restrictions, and Easements for Swansgate Subdivision, Greenville County, S. C., recorded in the Office of the RMC for Greenville County in Deed Book 1193 at page 306, including a non-exclusive easement across all roads shown on the survey of Swansgate referenced above.

Being the same property conveyed to mortgagee herein by deed of American Service Corporation of S. C. dated April 18, 1983 and recorded April 25, 1983 in Deed Book 1187 at page 49.

PAID AND CASHED IN FULL  
THIS 15th DAY OF Aug 1983  
AMERICAN FEDERAL BANK, F.S.B.  
FORMERLY AMERICAN FEDERAL  
SAVINGS AND LOAN ASSOCIATION  
BY *Jan B. Suttler*  
WITNESS *Donnie S. Tankersley*

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which has the address of Swansgate Place Greenville, S. C. 29605 (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—1 to 4 Family—6/75. FNVA/FHMG UNIFORM INSTRUMENT

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