

FILED
GREENVILLE
APR 23 11 47 AM '83

MORTGAGE

THIS MORTGAGE is made this 29th day of APRIL 1983, between the Mortgagor, BILLY FRANK SIGMON (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").

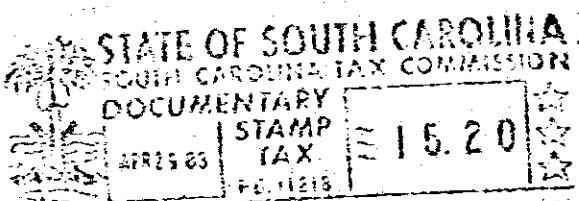
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Eight Thousand and no/100ths (\$38,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 29, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 29, 1990

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 located in the State of South Carolina, County of Greenville, about five (5) miles North of Greer on the Southeast side of a County Road as shown on a survey for Stephen Junior Southern dated August 5, 1971, by W. N. Willis, Engineer, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a nail in the center of said paved County Road (iron pin back at 29 feet) and running thence N. 48-30 W. 349 feet to an iron pin; thence N. 39-30 E. 123 feet to the center of another road (iron pin back at 23 feet) and running thence with the center of said second road, S. 50-50 E. 341 feet to a nail in the center of paved County Road, thence with the said paved Road S. 35-45 W. 137.5 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Brenda H. Sigmon, formerly known as Brenda H. Jordan, dated April 25, 1983, and recorded in the R.M.C. Office for Greenville County, S.C., on April 25, 1983, in Deed Book 1187 at Page 51.



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which has the address of Route 3, Berry's Mill Road Greer South Carolina 29651 (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 seised 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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