



Documentary Stamps are figured on the amount financed: \$ 5,439.11

# MORTGAGE

BOOK 1617 PAGE 381

THIS MORTGAGE is made this 17th day of June 1983, between the Mortgagor, Sam A. Callaham and Barbara L. Callaham (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 Seven thousand, six hundred, twenty and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated 6/17/83 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 7/1/88

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 in the County of Greenville, State of South Carolina, being known and designated as LOT NO. 47 on Chelsea Circle as shown on plat of Subdivision known as KIRKWOOD HEIGHTS made by Pickell & Pickell, Engrs. October 1954 and recorded in the RMC Office for Greenville County in Plat Book EE, at pages 110 and 111.

This property is sold subject to the restrictive covenants, easements, rights of way and reservations recorded against said subdivision in Deed Book 519, at page 439 and to the building line and other reservations as shown on plat above referred to.

DERIVATION CLAUSE: This is the same property conveyed by deed of Charles J. Tidwell unto Sam A. Callaham and Barbara L. Callaham, dated 8/9/63, recorded 8/13/63 in volume 729 at page 460 of the RMC Office for Greenville County, SC

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which has the address of 6 Chelsea Circle, Greenville, SC 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.

