

# MORTGAGE

Documentary Stamps are figured on  
the amount financed: \$ 7812.25.

THIS MORTGAGE is made this 23rd day of August 1983 between the Mortgagor, Charles D. Tims and Gloria F. Tims (same as Charles David Tims) (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 Sixteen Thousand One Hundred Twenty Eight and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 23, 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 9-10-93

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 on the Western side of Ray Street near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot number 2 of a subdivision known as Kentland Park, plat of which is recorded in the RMC Office for Greenville County in Plat Book XX at Pages 44 and 45; also shown as the property of William Gilbert Shaw and Mary Ann M. Shaw by plat recorded in the RMC Office for Greenville County in Plat Book VVV at Page 159, and being more fully described from said plat as follows:

BEGINNING at a point on the Southwestern edge of Ray Street at the joint front corners of Lots 2 and 3 and running thence along the side lot line of Lot 3 S. 61-33 W., 148.5 feet to a point; thence along a line of Lots 23 and 24 N. 16-15 W., 89.9 feet to a point; thence along a line of Lot 1 N. 69-09 E., 140 feet to a point on the Southwestern edge of Ray Street; thence along the Southwestern edge of Ray Street S. 20-51 E. 70 feet to the beginning corner and being the same property conveyed by W. E. Shaw, Inc. to William Gilbert Shaw and Mary Ann M. Shaw in a Deed dated December 22, 1967 and recorded December 26, 1967 in the RMC Office for Greenville County, SC in Deed Book 835 at Page 296.

This is that same property conveyed by Deed of Merrill Lynch Relocation Management, Inc. unto Charles David Tims and Gloria F. Tims dated June 4, 1979 and recorded June 15, 1979 in Deed Volume 1104 at Page 897 in the RMC Office for Greenville County, SC.

which has the address of 6 Ray Street Greenville, SC 29611 (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.

