

GREENVILLE CO. S. C. MORTGAGE

BOOK 1585 PAGE 225

NOV 6 12 04 PM '82

THIS MORTGAGE is made this 2nd day of November 1982, between the Mortgagor, W.R. BERRY and BETTY A. BERRY (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-two thousand and No/100 \$32,000.00 Dollars, which indebtedness is evidenced by Borrower's note dated November 2, 1982 (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, 2012.

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:

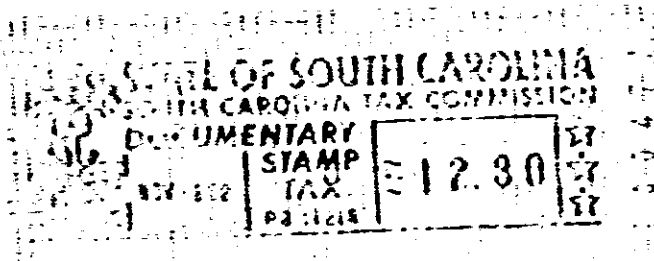
ALL that certain piece, parcel or lot of land, situate, lying and being on the southern side of Swindon Circle, in the County of Greenville, State of South Carolina, being shown and designated as Lot 9 on a plat of Sec. II, Kinggate, made by Piedmont Engineers, last revised 1-4-74, and recorded in the RMC office for Greenville County, South Carolina in Plat Book 5-D, at Page 23, and having according to said plat the following metes and bounds, to wit:

BEGINNING at a point on the southern side of Swindon Circle at the joint front corner of Lots 8 and 9, and running thence along the common line of said Lots S. 32-00 E. 150.0 feet to a point; thence along the line of other property now or formerly of Piedmont Land Co., Inc. S 59-54 W. 103.2 feet to a point; thence continuing along said line S. 71-51 W. 38 feet to a point; thence along the common line of Lots 9 and 10 N. 20-05 W. 150.0 feet to a point on the southern side of Swindon Circle; thence along the said Swindon Circle N. 69-55 E. 36 feet to an iron pin; thence N. 60-30 E. 47.3 feet to an iron pin; thence N. 58-00 E. 26.7 feet to the point of beginning.

THIS is the same property conveyed to the mortgagors by deed of Piedmont Land Co., Inc. dated March 2, 1976 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1032, at Page 836 on March 11, 1976.

THIS property is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the aboved described property.

SCTO 2 NO 882 1243



which has the address of 109 Swindon Circle Greenville, South Carolina 29615 (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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