



MORTGAGE

BOOK 1541 PAGE 395

THIS MORTGAGE is made this 1st day of MAY 1981 between the Mortgagor, LUIS MORENO AND DIANNE MORENO

(herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-TWO THOUSAND EIGHT HUNDRED FIFTY-FOUR AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated MAY 1, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 1, 1986;

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, situate on the southwest side of New Castle Way, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot 48 on plat of Section II of Wellington Green, recorded in the RMC Office for Greenville County in Plat Boo "YY" at page 117, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southwest side of New Castle Way at the joint front corner of Lots 47 and 48 and runs thence along the southwest side of New Castle Way S 57-45 E. 100' to an iron pin; thence along the line of Lot 49 S. 32-15 W. 185' to an iron pin; thence N. 57-45 W. 100' to an iron pin; thence along the line of Lot 47 N. 32-15 E. 185' to the beginning corner.

The grantees herein by the acceptance of this deed specifically assume and agree to pay the indebtedness due under the terms of the mortgage given by the grantor to Cameron Brown and recorded in Real Estate Mortgage Book 1227 at page 313 records of Greenville County and also hereby assumes the obligation of the grantors under the terms of the instruments creating the loan to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned, the balance due for assumption is \$27,041.64.

Being the same property conveyed to the grantors herein by deed of Dan C. Tuttle and Barbara J. Tuttle dated March 20, 1972 and recorded in Deed Book 939 at page 482.

This is the same property conveyed by deed of Steven Comer Moore and Peggy F. Moore, dated 11/12/76, recorded 11/15/76 in volume 1046, page 112 of the RMC Office for Greenville County, South Carolina

which has the address of 11 NEW CASTLE WAY, GREENVILLE, SC 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 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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