

CO. FILED  
S. C.  
MAY 23 AM '81

# MORTGAGE

THIS MORTGAGE was made this 29th day of May, 1981, between the Mortgagor, Theodore W. Ellefson, Jr. and Anne S. Ellefson (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 Forty-Six Thousand Seven Hundred Fifty and No/100 (\$46,750.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 29, 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, 2011;

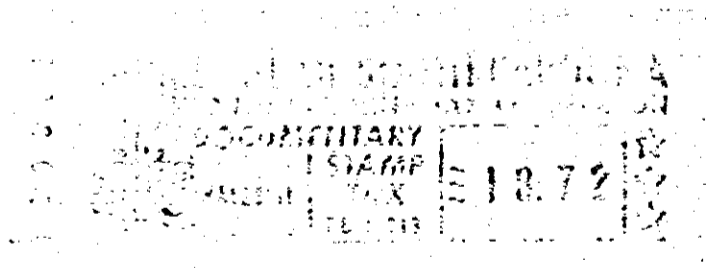
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the State of South Carolina, County of Greenville, in Greenville Township, on the Southwestern side of Heather Way, in the City of Greenville, being known and designated as Lots Nos. 127, 128 and 129 on a Plat of Marshall Forest, plat made by Dalton & Neves, in October 1928, which Plat is recorded in the RMC Office for Greenville County in Plat Book H, at Pages 133 and 134, and a more recent survey of Theodore W. Ellefson, Jr. and Anne S. Ellefson dated May 8, 1981, by Richard D. Wooten, Jr., and having according to said plats the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwestern side of Heather Way at the joint front corner of Lots Nos. 126 and 127 and running thence along the line of Lot No. 126, S. 33-58 W. 231.5 feet to an iron pin; thence S. 39-22 E. 78.21 feet to an iron pin at the joint rear corner of Lots Nos. 129 and 130; thence along the line of Lot 130, N. 33-58 E. 253.7 feet to an iron pin on the Southwestern side of Heather Way; thence along the Southwestern side of Heather Way, N. 56-02 W. 75 feet to an iron pin at the point of beginning.

This being the identical property conveyed to the Mortgagors by deed of Steven R. Brandt and Scottie Lu Brandt dated May 29, 1981, recorded in the RMC Office for Greenville County in Deed Book 1148 at Page 935, on May 29, 1981.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat or on the premises.



which has the address of 14 Heather Way Greenville, South Carolina 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.

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