



44909

# MORTGAGE

BOOK 1548 PAGE 138

THIS MORTGAGE is made this 1st day of July 1981 between the Mortgagor, William B. Hooks and Dolores Maria Hooks (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 \$22,373.28 Dollars, which indebtedness is evidenced by Borrower's note dated July 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 July 2, 1987

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 with buildings and im-

provements thereon, in the Town of Mauldin, Greenville County, SC at the northwestern corner of the intersection of Old Mill Road with Salado Lane, being shown and designated as Lot #58 on a plat of Hillsborough, Section I, made by Jones Engineering Services, recorded on May 7, 1969, in the RMC Office for Greenville County, SC in Plat Book WWW, Page 56, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Old Mill Road at the joint front corner of Lot 57 and 58, and running thence along the common line of said lots, N49-51 E, 148.5 feet to an iron pin; thence along the line of Lot 59, S32-15 E, 160 feet to an iron pin on Salado Lane; thence with the western side of Salado Lane S 57-45 W, 115 feet to an iron pin; thence with the curve of the intersection of Salado Lane with Old Mill Road, the chord of which is N 76-18 W, 35 feet to an iron pin; thence along the northern side of Old Mill Road, N 34-18 W., 59.2 feet to an iron pin; thence continuing along the northern side of Old Mill Road N 37-14 W, 55 feet to an iron pin, the beginning corner.

This is the same property conveyed to the Grantors herein by deed of Rackley-Hawkins Ltd. dated May 10, 1971 and recorded in the RMC Office for Greenville County in Deed Book 915 at Page 550 on May 20, 1977.

This conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record on the recorded plat(s) or on the premises.

This is the same property conveyed to the Grantors by deed of Fred Frith and Georgia R. Frith in Deed Book 1059 at Page 538 dated a June 27, 1977 and recorded June 29, 1977 at the RMC Office at Greenville County.

which has the address of 107 Salado Lane, Mauldin, South Carolina (Street) (City) 29662 (herein "Property Address"); (State and Zip Code)

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.

8.96

0 1 3 9

4328 RV-2