



# MORTGAGE

BOOK 1549 PAGE 164

THIS MORTGAGE is made this 15th day of July 1981, between the Mortgagor, Rena D. Smith (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 Five Thousand, Five Hundred, Sixty Four Dollars and Seventy Seven Cents, which indebtedness is evidenced by Borrower's note dated July 15, 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 January 11, 1982

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 being known and designated as Lot No. 2, Addition to Section II, Westcliffe Subdivision, as shown on a plat thereof prepared by Piedmont Engineers & Architects, April 3, 1970, and recorded in the R. M. C. Office for Greenville County in Plat Book 4-F at page 32, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Saluda Lake Road at the joint front corner of Lots Nos. 1 and 2 and running thence S. 68-33 E. 147. 2 feet to an iron pin; thence running S. 26-41 W. 125.3 feet to an iron pin; thence running S. 28-30 W. 40 feet to an iron pin; thence running N. 61-42 W. 124.9 feet to an iron pin on the Eastern side of Saluda Lake Road; thence with Saluda Lake Road N. 27-42 E. 75 feet to an iron pin; thence continuing with Saluda Lake Road N. 13-13 E. 75 feet to an iron pin, the point of beginning.

This conveyance is subject to all restriction, zoning ordinances, setback lines, roads or passageways, easements and rights of way, if any affecting the above described property.

#### DERIVATION CLAUSE:

This is the same property conveyed by B. E. Huff, unto Rena D. Moody and Albert Wilson Moody, dated 7/22/71, recorded 7/23/77 in volume 921, page 86 ALSO, Rena D. Moody received one-half interest in said property from Estate of Albert Wilson Moody, who died 1/20/75, probated 8/1/75 in apt 1367, file 11 of the Probate Court for Greenville County, SC.

which has the address of Route # 1, Saluda Lake Road, Greenville, South Carolina 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 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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