



# MORTGAGE

THIS MORTGAGE is made this 29 day of July 1981, between the Mortgagor, Mr. W. R. Martin, as Trustee (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 Thirty four thousand, two hundred seventy six and 79/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 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 January 1, 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 certain piece, parcel or unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit Nos. 4, 6, 8, 10, 12, 14, 16, 18, 20, 24, 26, 28, 30, 32, and 40 of Faris Ridge Horizontal Property Regime as is more fully described in Master Deed dated May 10, 1979 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1102 at Pages 618 through 682, inclusive, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 6-V at Page 96. Said conveyance is a portion of the same acquired by Grantor (his beneficial interest) by deeds recorded in the RMC Office for Greenville, County in Deed Vol. 1102 at page 404 and 1102 at Page 684. Recorded 5/8/79 & 5/11/79.

The Grantee Trustee herein is hereby given the same trust powers as appears in deeds recorded in the RMC Office for Greenville County in Deed Vol. 1102 at Pages 404 and 684, reference to which deeds is hereby craved. However, Grantor acknowledges and agrees that he is no longer a beneficiary of said trust and the Grantee herein is the Trustee solely for Eyl R. Martin, Thomas R. Martin and Deborah M. Adams. The purpose of this deed is that the Grantor conveys all of his interest in the subject property to the Grantee as Trustee for the three beneficiaries mentioned above and Grantor agrees that he no longer has any beneficial interest in the subject property.

The within conveyance is made subject to a first mortgage in favor of Fidelity Federal Savings and Loan Association dated June 28, 1979 and

This is the same property conveyed unto William R. Martin, as Trustee, by deed of First Carolina Development Corporation dated 5/11/79, recorded 5/16/79 in volume 1102, page 684; by deed of George O. Short, Jr., dated and recorded 6/3/80 in volume 1126, page 914 of the RMC Office for Greenville County, SC. William R. Martin, holds legal title to property as Trustee for Eyl R. Martin, Thomas R. Martin and Deborah M. Adams.

which has the address of 11. Seminole Dr. Greenville SC 29615 (Street) (City) (State and Zip Code) (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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