

REC-1558-680

GR: FILED
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S.C.

MORTGAGE

THIS MORTGAGE is made this 26th day of October 1981, between the Mortgagee Ben E. Sanders and Ellen S. Sanders (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 Fifty-two thousand, six hundred, fifteen and 44/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 26, 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 November 15, 1984

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 21 of TRENTWOOD HORIZONTAL PROPERTY REGIME, as is more fully described in Master Deed dated October 16, 1974, and recorded in the RMC Office for Greenville County, S. C. in Deed Volume 1008 at pages 527-611, inclusive, and survey and plot plan recorded in Plat Book 5-H, at page 48, which Master Deed was amended June 2, 1976 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Volume 1038, at page 140; said Master Deed was subsequently amended by Second Amendment recorded July 7, 1978 in the R.M.C. Office for Greenville County, S. C. in Deed Volume 1082, at page 742; said Master Deed was subsequently amended by Third Amendment recorded November 3, 1978 in Deed Volume 1091, at page 223. The Declarant assigned the above number by document recorded in the RMC Office for Greenville County, S. C. in Deed Volume 1119 at page 632 on January 28, 1980.

This is the same property conveyed to Ellen S. Sanders by Nelson & Putman Builders, Inc. by deed recorded in the R.M.C. Office for Greenville County in Deed Book 1130, at page 636, on August 7, 1980.

This is a second mortgage being junior in lien to that certain mortgage given by Ellen S. Sanders to First Federal Savings and Loan Association in the original amount of \$41,600.00 recorded in Mortgage Book 1510, at page 105, on August 7, 1980.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being triangular in shape, containing .80 acres in Austin Township 1.5 miles southeast of Mauldin on the southwest side of Route 276 in Greenville, with the following metes and bounds, to-wit:

BEGINNING at an iron pin on the 125-foot right of way for Route 276 and running along said right of way S. 34-19 E. 300 feet more or less to an iron pin on right of way line; thence S. 83-17 W. 83.8 feet more or less to an iron pin; thence S. 86-03 W. 180.2 feet more or less to an iron pin; thence N. 19-12 E. 286 feet more or less to point of beginning. Bounded on northeast by Rt. 276, on southwest by lands now or formerly of Bobbie Jean and Joe R. Garrett, on south by lands now or formerly of Mrs. Florrie E. Greer.

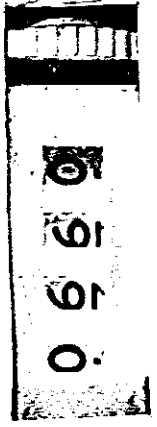
This is the same property conveyed to Ben E. Sanders by Thomas Calvin Kellett, et ux, by deed recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1137 at page 563 on Nov. 19, 1980

which has the address of _____ (Street) _____ (City) _____ (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.

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