

REC. S.C.  
JAN 28 1982  
TASLEY

# MORTGAGE

THIS MORTGAGE is made this 27th day of January 1982, between the Mortgagor, David L. Payne and Theresa E. Payne (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 Seventy-two thousand, one hundred forty-one and 82/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 27, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 29, 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, lying and being situate in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 228, Section I, Map 2, Sugar Creek Subdivision, on plat entitled "Property of David L. Payne and Theresa E. Payne" as recorded in Plat Book 8-f at Page 64, in the RMC Office for Greenville County, S.C. and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Oak Ridge Court, said pin being at the intersection of Stone Ridge Road and Oak Ridge Road, running thence N. 68-30-40 W. 35.27 feet to an iron pin; thence N. 25-31 W. 135.01 feet to an iron pin; thence N. 57-00-16 E. 107.34 feet to an iron pin; thence S. 34-08-32 E. 165.00 feet to an iron pin; thence S. 58-16-40 W. 107.72 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Richard W. Campanaro and Mary P. Campanaro as recorded in Deed Book 1161 at Page 554, in the RMC Office for Greenville County, S.C., on January 28, 1982.

THIS IS A SECOND MORTGAGE

which has the address of 303 Stone Ridge Road, Greer, S.C. 29651 (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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