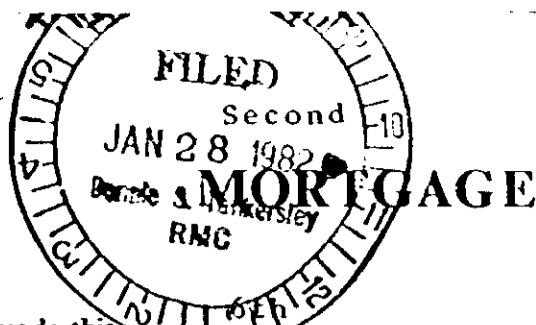


1. 12. 1982
Greenville, SC 29602



BOOK 1562 PAGE 332

THIS MORTGAGE is made this _____ day of January 19. 82, between the Mortgagor, Michael M. Barton and Nancy D. Barton (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 Eleven thousand two hundred eighty three and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 6, 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 February, 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 all buildings and improvements thereon, situate, lying and being on the northern side of Brentwood Way in the Town of Simpsonville, Greenville County, South Carolina being shown and designated as Lot No. 166 on plat of BRENTWOOD, SECTION IV, made by Piedmont Engineers and Architects, dated March 12, 1974, recorded in the RMC Office for Greenville County, S.C. in Plat Book 5-D at Page 43, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of Brentwood Way at the joint front corner of Lots Nos. 165 and 166 and running thence with the common line of said lots, N. 19-00W. 150 feet to an iron pin; thence N. 70-58 E. 105.07 feet to an iron pin; thence along the line of Lot No. 167, S. 18-58 E. 105.06 feet to an iron pin on Brentwood Way; thence with the northern side of Brentwood Way, S. 71-00 W. 105 feet to the point of beginning.

This is the same property conveyed to the grantor herein by deed of Rackley, Builder-Developer, Inc., dated September 14, 1979, and recorded that same date in Greenville County Deed Book 1111 at page 526.

As part of the consideration for this conveyance, the grantees hereby assume and agree to pay the balance remaining on that mortgage from the grantor herein to Fidelity Federal Savings & Loan Association dated September 14, 1979 and recorded that same date in Greenville County REM Volume 1480 at page 630, in the original amount of \$38,300.00, said mortgage having a present unpaid principal balance of \$38,300.00.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described property.

This is the same property conveyed by deed of Associated Builders unto Michael M. & Nancy D. Barton by deed dated 12-3-79 recorded 12-5-79 in Volume 1116 Page 7856 Brentwood Way, Simpsonville, S.C. 29681 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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