



MORTGAGE

BOOK 1583 PAGE 571

THIS MORTGAGE is made this... 1st... day of... February... 1982, between the Mortgagor, Carl Matheny, Jr., (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 Fifteen thousand, three hundred, ten and 41/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 1, 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 July 31, 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 with all improvements thereon or hereinafter constructed thereon, situate, lying and being on the southwesterly side of Kendall Green Drive in the City of Greenville, South Carolina being known and designated as Lot No. 7 on plat entitled Kendall Green Subdivision as recorded in the RMC Office for Greenville County in Plat Book XX, Page 115 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Kendall Green Drive said pin being the joint front corner of Lots 7 and 8 and running thence with the common line of said Lots S. 52-40 W., 176.1 feet to an iron pin joint rear corner of Lots 7 and 8; thence N. 35-10 W., 85.05 feet to an iron pin joint rear corner of Lots 6 and 7; thence with the common line of said Lots N. 52-40 E., 173 feet to an iron pin on the southwesterly side of Kendall Green Drive; thence with the southwesterly side of Kendall Green Drive S. 37-20 E., 85 feet to an iron pin, the point of beginning.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat (s) or on the premises.

This is the same property conveyed by deed of Walter R. and Eleanor I. Slagle to Carl S. Matheny, Jr. dated 3/1/79, recorded 3/2/79, in volume 1097, at page 725, in the RMC Office for Greenville County, SC.

which has the address of 249 Kendall Green Dr., Greenville SC 29607 (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.

REC'D - 2 FEB 12 1982 847 4.0001

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