



MORTGAGE

THIS MORTGAGE is made this 11 day of MARCH 1982 between the Mortgagor, GUNDU M. SASTRY AND NIRMALA A. SASTRY (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 TEN THOUSAND, SEVEN HUNDRED, FIFTY ONE AND 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated 3/11/82 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on APRIL 16, 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 lot of land situate on the westerly side of Briarwood Drive in the County of Greenville, State of South Carolina being shown as Lot 72 on a plat of Holly Tree Plantation, Phase III, Section II, dated April 3, 1979, prepared by Piedmont Engineers, Architects & Planners, recorded in Plat Book 7-C at Page 27 in the RMC Office for Greenville County, reference being made to said plat for a more complete metes and bounds description.

This is a portion of the property conveyed to the grantee by deed of Holly Tree Plantation, a Limited Partnership, recorded May 10, 1979 in Deed Book 1102 at page 140 in the RMC Office for Greenville County.

This conveyance is subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.

This being the same property conveyed to Gundu M. Sastry and Nrmala A. Sastry by deed from Donald E. Franklin, recorded in the R.M.C. Office for Greenville Coun ty, South Carolina on August 13, 1980 in Deed Book 1131 on page 39 and dated August 11, 1980.

which has the address of 104 BRIARWOOD DRIVE, SIMPSONVILLE S.C. 29681 (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 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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