

S. C.
1 08 PM '82
M.C. FRSLEY

MORTGAGE

THIS MORTGAGE is made this 5 day of April, 1982, between the Mortgagor, Ernest Baines and Rita M. Baines (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 Twenty Eight Thousand Five Hundred & 00/100 (\$28,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 5, 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 April 1, 2012

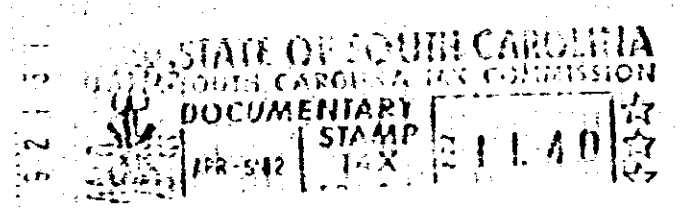
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 lot of land with the buildings and improvements thereon, lying and being on the northerly side of Havenhurst Drive, near the City of Greenville, South Carolina, being known and designated as Lot No. 11 on plat of Homestead Acres, Section Two, recorded in the R.M.C. Office for Greenville County, SC in Plat Book 6H at Page 77 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Havenhurst Drive, said pin being the joint front corner of Lot Nos. 11 and 12 and running thence with the northerly side of Havenhurst Drive, N. 73-35 W. 17 feet to an iron pin; thence continuing with said road N. 85-03 W. 60.1 feet to an iron pin; thence continuing with said drive, N. 70-04 W. 10.7 feet to an iron pin; thence continuing with said drive on a curve, the chord of which is N. 48-38 W. 20.8 feet to an iron pin at the joint front corner of Lot Nos. 10 and 11; thence with the common line of said lots N. 9-02 E. 175.18 feet to an iron pin at the joint rear corner of Lot Nos. 10 and 11; thence N. 81-23 E. 139.48 feet to an iron pin at the joint rear corner of Lot Nos. 11 and 12; thence with the common line of said lots S. 15-59 W. 229.96 feet to an iron pin, the point of beginning.

This is the same property conveyed to Mortgagors herein by Deed of Mark B. Cudd and Ann R. Cudd dated April 5, 1982 and recorded in the R.M.C. Office for Greenville County, SC in Deed Book 1164 at Page 954.

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which has the address of 514 Havenhurst Drive, Taylors, South Carolina 29687 (herein "Property Address");
(Street) (City) (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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