



MORTGAGE

THIS MORTGAGE was made this 29th day of March 1982 by Frank J. Farina, Jr. and Mary D. Farina (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 Fifty-four thousand, five hundred, seventy-six and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 29, 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 4/15/92

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 all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown as Lot 38 on plat of Pilgrims Point recorded in the RMC Office for Greenville County in Plat Book WW at Page 35, and having, according the said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Freeport Drive, joint front corner of Lots Nos. 38 and 39, and running thence along the joint line of said lots, N. 3-35 E. 160.7 feet to an iron pin at the joint rear corner of Lots Nos. 42 and 43; thence along the line of Lots No. 43, S. 87-46 W. 147.9 feet to an iron pin on the eastern side of Pilgrims Point Road; thence along the eastern side of Pilgrims Point Road, S. 4-02 W. 130.0 feet to an iron pin; thence along the intersection of Pilgrims Point Road and Freeport Drive; thence along the northern side of Freeport Drive, S. 89-58 E. 123.5 feet to the beginning corner.

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

This is that same property conveyed by deed of Talmadge M. Crews and Julia D. Crews to Frank J. Farina, Jr. and Mary D. Farina, dated 4/10/78, recorded 4/14/78, in volume 1077, at Page 97, in the RMC Office for Greenville County, SC.

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which has the address of 1 Freeport Drive Greenville SC 29615 (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".

4.0001

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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