



MORTGAGE

THIS MORTGAGE is made this 25th day of March 1982, between The Mortgagor, Van Earle Smith And Kathy W. Smith (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 Two Thousand And Five Hundred Dollars And 0/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 25, 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, 1984

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 of that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot No. 428 on plat of DEL Norte Estates as recorded in the R. M. C. Office for Greenville County in plat Book 4-R, at page 17, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin at the joint front corners of Lots Nos. 427 and 428, and running thence along the common line of said lots, N 05-52 W 130 feet to an iron pin at the rear of said lots; thence along the rear lot 428, N 84-02 E 97.7 feet to an iron pin; thence along the line of lot No. 428, S 05-58 E 108.6 feet to a cul-de-sac on Bransfield Road; thence S 49-42 W 38.6 feet and S 84-02 W 66 feet to the point of beginning and being the same conveyed to the Grantors herein in Deed Book 1014, at page 111.

This conveyance is made subject to any and all existing reservations, easements, fights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

As a part of the consideration herein, the Grantees assume and agree to pay the balance due on that certain mortgage to Fidelity Federal Savings and Loan Association in the original amount of \$30,500.00 recorded in Mortgage Book 1332 at page 473 which balance assumed, as of this date, is \$ 30,417.76.

This is the same property conveyed by deed of James E. and Loretta K. White, dated June 3, 1975, recorded, in volume 1019, at page 240 of the RMC office of Greenville County, South Carolina.

which has the address of 210 Bransfield Rd., Greenville, S.C. 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 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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