



SECOND

BOOK 1568 PAGE 204

MORTGAGE

THIS MORTGAGE is made this 5TH day of April 1982, between the Mortgagor, Stephen L. Garrett and Carole G. Garrett (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 Twelve thousand Five hundred nine and 28/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 5th 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 May 1989

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 southwestern side of Shetland Way in the County of Greenville, State of South Carolina being shown as Lot No. 44 on a plat of River Downs Subdivision, prepared by Piedmont Engineers-Architects-Planners, recorded in Plat Book 4-R at Page 76 in the RMC Office for Greenville County and having according to said plat, the following metes and bounds, to-wit:

Beginning at a iron pin on the southwestern side of Shetland Way at the joint front corner of Lot 44 and Lot 45 and running thence with Lot 45, S 44-01 W 250 feet to an iron pin at the joint rear corner of Lots 44 and 45; thence with Lots 60 and 61, N 50-25 W 120 feet to an iron pin at the joint rear corner of Lots 43 and 44; thence with lot 43, N 48-53 E 246.99 feet to an iron pin on the southwestern side of Shetland Way; thence with Shetland Way S 64-00 E 23 feet to an iron pin; thence still with Shetland Way, S 50-30 E 77 feet to the point of beginning.

This is the same property conveyed to the Grantor herein by deed of Blanche Eugenia Hudson by deed dated January 31, 1978 and recorded in the RMC Office for Greenville County in Deed Book 1073 at Page 262.

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 is the same property conveyed by deed of Dorothy W. Hammett unto Stephen L. Garrett and Carole G. Garrett by deed dated April 22, 1978 recorded April 24, 1978 in Volume 1077 at Page 593.

which has the address of 205 Shetland Way, Greer, S.C., 29651 (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".

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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