



MORTGAGE

BOOK 1570 PAGE 619

THIS MORTGAGE is made this 3rd day of May 1982, between the Mortgagor, Ray L. and Yvonne B. Garren (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 Seventeen thousand, twenty dollars and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 3, 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 15, 1990.

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 tract of land situate, lying and being in Oaklawn Township, Greenville County, South Carolina, containing 8.04 acres, more or less and being shown and designated as Tract No. 14 on property of Nellie K. Hopkins Estate by Bakkum-DeLoach & Associates, dated October 5, 1976, and recorded in the Office of the R.M.C. for Greenville County in Plat Book 5 X, at Pages 31 & 32, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Gunter Road, joint front corner of Tracts 13 and 14, and running thence along Tract 13, S.50-15 W., 1231.5 feet, a portion of which distance runs through Hopkins Lake to a point in line of Tract 12-B, which point is also the joint rear corner of Tracts 14 and 13; thence along the rear line of Tract 12-B, N. 51-00W., 390.2 feet to a point in said lake, joint rear corner of Tracts 12-B, 14 and 15; thence along the line of Tract 15, N. 59-30 E. 1366.1 feet, a portion of which distance runs through Hopkins Lake to an iron pin on the west side of Gunter Road; thence along the west side of Gunter Road, S. 25-45 E. 168 feet to an iron pin on the west side of Gunter Road, the beginning corner.

The above described property is subject to:

- 1. Easement for construction and maintenance of the lake herein-above referred to granted by Nellie K. Hopkins to Greenville County Soil Conservation District, dated May 8, 1958, and recorded in the Office of the R.M.C. for Greenville County in Deed Book 614 at Page 419; and
2. Agreement between Piedmont Natural Gas Co., Inc. and Greenville County Soil Conservation District, dated December 15, 1960, and recorded in the Office of the R.M.C. for Greenville County in Deed Book 1043 at Page 397.

Being a portion of the property owned by Nellie K. Hopkins, deceased, at the time of her death. The said Nellie K. Hopkins, died testate leaving of force her Last Will and Testament dated July 16, 1965, and First Codicil thereto dated October 11, 1971, both of which are on file in the Office of the Probate Court for Greenville County in Apartment 1249, File 7.

By the terms of Item VI of said Codicil, the said Nellie K. Hopkins devised and bequeathed unto the grantors herein all the rest, residue and remainder of her real property, including the property hereinabove described, to be theirs absolutely and in fee simple, share and share alike.

And being a portion of the property conveyed to grantors herein by Robert Lee and Betty Jane Easter by deed dated September 8, 1976, and recorded in the Office of the R.M.C. for Greenville County in Deed Book 1042 at page 395.

Subject to the rights of the Greenville Soil Conservation District under the Easement recorded in Deed Book 614, Page 419, grantors hereby grant unto the grantee the right, in common with the owners of other lots shown on said plat bordering on Hopkins Lake, to go upon and use the waters of said lake which cover said lots.

Grantors assume no responsibility with respect to the dam or lake. Grantors to pay 1976 taxes

which has the address of Rte. # 3 Box 273, Gunter Road Simpsonville, South Carolina 29681 (herein "Property Address"); Continued on back

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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