



MORTGAGE

THIS MORTGAGE is made this 7th day of June, 1982, between the Mortgagor, Carole W. Phelps (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, 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 four hundred ninety and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 7, 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 July 16, 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 certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, City of Mauldin, shown as Lot No. 47 on Plat of Holly Springs, Section II, which plat is recorded in the RMC Office for Greenville County in Plat Book 4R at page 54 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Brook Bend Road at the joint front corner of Lots No. 47 and 48 and running thence S. 80-46 E., 197.3 feet to an iron pin; thence S. 6-09 W., 90.2 feet to an iron pin; thence N. 80-44 W., 199.7 feet to an iron pin on the eastern side of Brook Bend Road; thence with said Road, N. 7-29 E., 90 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the grantor by Deed of John T. Clark and Marie M. Clark, dated February 23, 1976 and recorded in the RMC Office for Greenville County in Deed Book 1032 at page 380.

As part of the consideration, grantees agree to assume and pay the balance due on that certain mortgage from John T. Clark and Marie M. Clark to Fidelity Federal Savings and Loan Association, Greenville, South Carolina, dated December 30, 1974 in the original amount of \$34,100.00, recorded in REM Book 1330 at page 562 of the RMC Office for Greenville County upon which there is a current balance of \$32,000.00.

This being the same property conveyed to Carole W. Phelps by deed from Kirby Lumber Corporation recorded in the R. M. C. Office for Greenville County, South Carolina on 9-28-76 in Deed Book 1043 on page 617 and dated 9-24-76.

which has the address of 134 Brookbend Road, Mauldin, (Street) (City) S. Carolina 29662 (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.

GCTO --- 1 JN2282 1214

4.00CT

9 4 0 1

4328 RV-2