



MORTGAGE

BOOK 1577 PAGE 775

THIS MORTGAGE is made this 13th day of July 1982, between the Mortgagor, Jack K. and Patricia S. McElreath (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 TWENTY SEVEN THOUSAND FOUR HUNDRED THIRTY and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 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

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 the buildings and improvements thereon, lying and being on the Northeasterly side of Lanier Lane in the Town of Mauldin, S. C., being known and designated as Lot No. 8 on plat of Cedar Terrace as recorded in the RMC Office for Greenville, S.C., in Plat Book BBB, Page 137 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northeasterly side of Lanier Lane, said pin being the joint from corner of Lots 7 and 8 and running thence with the common line of said Lots N. 44-31 E. 167.1 feet to an iron pin, the joint rear corner of Lots 7 and 8; thence N. 64-45 W. 130 Feet to an iron pin, the joint rear corner of Lots 8 and 9; thence with the common line of said lots S. 26-45 W. 146.2 feet to an iron pin on the Northeasterly side of Lanier Lane; thence with the North-easterly side of Lanier Lane S. 65-34 E. 6.3 feet to an iron pin; thence continuing with said Lane S. 54-50 E. 73-7 feet to an iron pin, the point of beginning.

THIS conveyance is subject to, but not limited to, a 25 foot sewer easement and to all restrictions, setback lines, roadways, easements, and right of ways, if any, affecting the above described property.

Being the same property conveyed to Jack K. and Patricia S. McElreath by deed from Helen M. O'Brien recorded in the R.M.C. Office for Greenville County on September 27, 1977 in deed book 1066 on page 463 and dated October 10, 1977.

which has the address of 107 Lanier Lane, Mauldin, S.C. 29662 (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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