

S. C.

MORTGAGE

1982

SLEY

THIS MORTGAGE is made this 20th day of August 1982, between the Mortgagor, James P. Fay and Wendy L. Fay

(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").

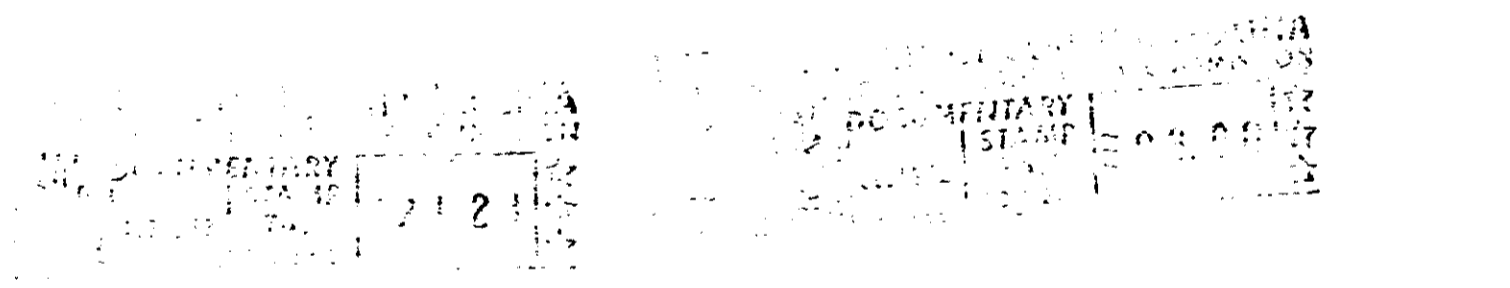
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand Six Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 20, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2007

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, together with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the eastern side of Raintree Lane, being shown and designated as Lot No. 62 on plat of Pelham Woods Subdivision, Section I, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 4-F, Page 33 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of Raintree Lane at the joint front corner of Lots 62 and 63 and running thence with the common line of said lots N. 79-22 E., 150.55 feet to a point in the line of property now or formerly of F. L. Swords Estate; thence with the line of property now or formerly of F. L. Swords Estate S. 10-35-30 E., 90 feet to a point in said property line which is the joint rear corner of Lots 61 and 62; thence with the common line of said lots S. 79-22 W., 150.49 feet to a point on the eastern side of Raintree Lane at the joint front corner of Lots 61 and 62; thence with the eastern side of Raintree Lane N. 10-38 W., 90 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Thomas Brian Greene recorded in the R.M.C. Office for Greenville County on August 21, 1982, in Deed Book 1172, Page 526.



which has the address of 5055 Raintree Lane Greenville South Carolina (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 seized 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.

0360

4328 RV.2