



# MORTGAGE

THIS MORTGAGE is made this 12th day of August 1982 between the Mortgagor, Seldon E. Poole and Hazel P. Poole (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 Seventeen thousand, three hundred, forty-four and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 12, 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 9/1/87.

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 in Greenville County, South Carolina, being shown as Lot 33 and part of Lot 34 on plat of Section A, Gower Estates, recorded in the RMC Office for Greenville County in Plat Book QQ at pages 146 and 147, and having according to said plat the following metes and bounds:

Beginning at an iron pin on the southwestern side of Carolina Avenue at joint front corner of Lots 32 and 33 and running thence with line of Lot 32, S. 34-39 W. 216.5 feet; thence N. 53-20 W. 189.4 feet to a point in the center of a creek, corner of property of Phillips; thence with creek as the line, the traverse of which is N. 57-31 E. 83.10 feet; thence continuing N. 24-39 E. 106.5 feet to an iron pin on the southeastern side of Carolina Avenue; thence S. 65-21 E. 140 feet to the point of beginning.

Being the same proeprty conveyed to the granotr by Deed Book 685 at page 342.

This property is conveyed subject to restrictions, easements and rights of way of record affecting said property.

This is the same property conveyed by deed of May Jane Myers, dated 8/20/69, recorded 8/21/69 in volume 864, page 422, of the RMC Office for Greenville County, SC.

which has the address of 605 Carolina Ave., Greenville, SC (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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