



MORTGAGE

THIS MORTGAGE is made this 30th day of July 1982 between the Mortgagor, Michael S. Martin and Patricia T. Martin (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 Twenty-three thousand five hundred Eighty-seven and 97/100* Dollars, which indebtedness is evidenced by Borrower's note dated July 30, 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 Feb. 1, 1983

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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, lying on the northern side of Hudson Road, and having according to a survey prepared for H.J. Martin by Campbell & Clarkson Surveyors, dated April 12, 1978 the following metes and bounds to-wit: 11(200)540.2-1-10.4

Beginning at an iron pin on the northern side of Hudson Road on the eastern side of a 50 foot right of way of a 48 inch water line, which iron pin lies 878.4 feet east of Fisher Drive and running thence with the line of said 50 foot right of way N. 17-59 W. 496.25 feet to an iron pin; thence N. 84-21 W. 115.7 feet to an iron pin; thence N. 7-05 E. 20 feet to an old iron pin; thence S. 83-00 E. 80 feet to an old iron pin; thence S. 84-39 E. 266.4 feet to an old iron pin at the corner of property now or formerly owned by Duckett; thence with said line S. 13-24 E. 240.3 feet to an iron pin at the corner of property now or formerly owned by Case; thence with said line S. 75-29 W. 125.0 feet to an old iron pin; thence continuing with Case's line, S. 11-26 E. 191.4 feet to a point; thence S. 72-35 W. 53.9 feet to the point of beginning. Said property contains 1.7 acres.

DERIVATION CLAUSE

This is the same property conveyed by H.J. Martin and Dorothy J. Martin by deed dated August 2 1982 recorded August 3, 1982 in Volume 1171 Page No. 324.

which has the address of Lot on Hudson Road, Greenville, South Carolina (Street) (City) (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.

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