



MORTGAGE

THIS MORTGAGE is made this 4th day of August 1982 between the Mortgagor, Van E. Smith and Cathy W. Smith

(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 Nine thousand, two hundred, ninety-seven and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 4, 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 8/1/87

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 of that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot No. 428 on plat of Del Norte Estates as recorded in the R.M.C. Office for Greenville County in Plat Book 4-R, at page 17, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corners of Lots No.s 427 and 428, and running thence along the common line of said lots, N. 05-52 W. 130 feet to an iron pin at the rear of said lots; thence along the rear of Lots 428, N. 84-02 E. 97.7 feet to an iron pin; thence along the line of Lots No.428, S. 05-58 E. 108.6 feet to a cul-de-sac on Bransfield Road; thence S. 49-42 W. 38.6 feet and S. 84-02 W. 66 feet to the point of beginning and being the same conveyed to the Grantors herein in Deed Book 1014, at Page 111.

This is that same property conveyed by deed of James E. White and Loretta K. White to Van Earl Smith and Cathy W. Smith, dated 6/3/75, recorded 6/3/75, in Deed volume 1019, at Page 240, in the R.M.C. Office for Greenville County, SC.

Documentary Stamps are figured on the amount financed: \$6108.48

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which has the address of 210 Bransfield Dr. Greenville, SC 29607 (herein "Property Address");
[Street] [City] [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 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.

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