

# MORTGAGE

THIS MORTGAGE is made this 20th day of August 1982 between the Mortgagor, Harold J. Walter, Jr. and Mary Ann K. Walter (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-five thousand, one hundred, nineteen and 60/100 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 9/1/92

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 those pieces, parcels or lots of land situate, lying and being on the south side of Pine Forest Drive, being the greater portion of Unit 5, all of unit 6, 7 and 8, Block C on plat of Forest Hills, prepared by T. C. Adams, September 23, 1936, recorded in Plat Book D at Page 206, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on south side of Pine Forest Drive at the joint front corner of Units 4 and 5 of Block C and running thence along line of Unit 4 S. 4-00 E. 159 feet to an iron pin; thence across Unit 5 N. 85-25 E. 42.3 feet to stake in joint line of Unit 5 and 6; thence along line of Unit 5 crossing a small branch S. 5-00 E. 24 feet to an iron pin at the joint rear corner of Unit 5 and 6; thence along rear line of Unit 6 S. 80-00 E. 45 feet to an iron pin; thence continuing along rear line of Unit 7 and 8 N. 80-30 E. 90 feet to an iron pin; thence along line of Unit 9 N. 5-00 W. 181.8 feet to an iron pin on the south side of Pine Forest Drive; thence along south side of said Drive S. 82-30 W. 135 feet to an iron pin; thence continuing along curve of Pine Forest Drive, the chord being N. 76-30 W. 45 feet to the point of beginning.

This is that same property conveyed by deed of Mary Jane P. Smith to Harold J. Walter, Jr and Mary Ann K. Walter, dated 12/19/79, recorded 12/20/79, in Deed Book 1117, at Page 712, in the R.M.C. Office for Greenville County, SC.

Documentary Stamps are figured on the amount financed: \$12010.84

which has the address of 216 Pineforest Dr. Greenville (Street) (City) SC 29605 (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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