



# MORTGAGE

THIS MORTGAGE is made this 23rd day of August 1982, between the Mortgagor, Kenneth E. Carnes and Jamie Sue Carnes (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 Forty Three Thousand One Hundred Sixty Four Dollars and No Cents Dollars, which indebtedness is evidenced by Borrower's note dated August 23, 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 September 1, 1992

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 Greenville County, State of South Carolina, shown and designated as Lot 28, Section Four, Richmond Hills Subdivision, as shown on a revision of Lots 25, 26, 27, and 28 of Richmond Hills, prepared by Carolina Engineering and Surveying Company, dated June 23, 1971 and recorded in Plat Book 4-K, Page 155 and having according to said revision the following metes and bound, to-wit:

BEGINNING at an iron pin on the southeasterly side of Dinwiddle Drive at the joint front corner of Lots 28 and 29 and running thence with the common line of said lots S. 55-19 E. 192.4 feet to an iron pin; thence S. 31-11 W. 61.5 feet to an iron pin; thence N. 76-50 W. 72.7 feet to an iron pin; thence N. 60-45 W. 120 feet to an iron pin on Dinwiddle Drive, thence with Dinwiddle Drive N. 29-15 E. 100 feet to the point of beginning.

**Derivation Clause:**

This is the same property conveyed by J. Frank Williams by deed dated 4-3-82 recorded 4-6-82 in volume no 940 at page no. 324.

Documentary Stamps are figured on the amount financed: \$ 19,873.51

which has the address of 4 Dinwiddle Drive Greenville, South Carolina 29609 (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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