

FILED
NOV 24 2 55 PM '82
DONNIE STANERSLEY
R.M.C.

MORTGAGE

MISSISSIPPI
SUPERIARY
STAMP
\$53.00

BOOK 1586 PAGE 934

THIS MORTGAGE is made this 19th day of November 1982, between the Mortgagor, Joseph Elias Earle and Idali E. Earle (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 One Hundred Forty Five Thousand and No/100 (\$145,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 19, 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 December 1, 2002

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 certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, and being known and designated as the greater part of Lot No. 28 of a subdivision known as Watson Orchard as shown on plat thereof prepared by Piedmont Engineers and Architects, Greenville, S. C., February 1966, revised July 8 and December 28, 1966, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 000, at Page 99, and having the following metes and bounds:

BEGINNING at an iron pin on the northern edge of Highbourne Drive at the southeastern corner of a lot heretofore conveyed to Charles E. Howard, which pin is 25.85 feet in direction S. 76-41 E. from the joint front corner of Lots Nos. 27 and 28 and running thence along the line of Howard lot, N. 13-57 E. 212.85 feet to an iron pin on the rear line of Lot No. 28; thence along the rear line of Lot No. 28, S. 77-23 E. 314.2 feet to an iron pin, rear corner of Lots Nos. 28 and 30; thence along the joint line of said lots, following the center of 10-foot drainage easement, S. 14-01 W. 217.64 feet to an iron pin on the northern edge of Highbourne Drive; thence along the northern edge of Highbourne Drive, N. 79-03 W. 164.15 feet to an iron pin; thence continuing along the northern edge of Highbourne Drive, N. 73-48 W. 150.0 feet to the beginning corner.

This is the same property conveyed to Joseph Elias Earle by deed of Roger M. Scovil and Mary Earle Scovil dated September 1, 1981, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1154 at Page 470, on September 1, 1981; the said Joseph Elias Earle conveyed to Idali E. Earle an undivided one-half (1/2) interest in and to the above described property by deed dated November 19, 1982 and recorded in the RMC Office for Greenville County, SC in Deed Book 1177, at Page 828, on November 24, 1982.

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which has the address of 215 Highbourne Drive, Greenville, South Carolina (Street) (City) 29615 (State and Zip Code) (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 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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