



09-056769-76

Documentary Stamps are figured on the amount financed: \$ 13,561.44

MORTGAGE

BOOK 1587 PAGE 300

THIS MORTGAGE is made this 4 day of Nov. 19 82, between the Mortgagor, Donnie C. Brown and Janis D. Brown (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-four Thousand, One Hundred and Seventy-five Dollars and 68/100 Dollars, which indebtedness is evidenced by Borrower's note dated Nov. 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 Dec. 15, 1990

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, together with all buildings and improvements thereon, situate, lying and being on the northern side of Brentwood Way, in the Town of Simpsonville, Greenville County, South Carolina, being shown and designated as Lot No. 74 on a plat of BRENTWOOD SECTION III made by Piedmont Engineers, Architects & Planners, dated November 15, 1973, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-D at page 42, reference to which plat is hereby craved for the metes and bounds thereof.

The above property is the same conveyed to the grantor herein by deed of Rackley Builder-Developers, Inc. recorded in Deed Book 1078 at page 583 on May 4, 1978, and is hereby conveyed subject to rights-of-way, easements, conditions, roadways, setback lines and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

As a part of the consideration of this deed the grantees agree and assume to pay in full the indebtedness due on a note and mortgage given to Fidelity Federal Savings & Loan Association in the original sum of \$35,900.00 covering subject property recorded in Mortgage Book 1431, at page 41 on May 4, 1978, which has a present balance due in the sum of \$35,753.64.

The grantees agree and assume to pay Town of Simpsonville and County of Greenville property taxes for the tax year 1979 and subsequent years.

This is the same property conveyed by deed of Associated Builders & Developers, Inc., dated 11-30-78 and recorded 12-1-78 in the RMC Office for Greenville County in Volume 1092, at Page 895.

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which has the address of 402 Brentwood Way, Simpsonville, S.C. 29681 (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.

4.00CD