

GR: FILED
S. C.

MORTGAGE

BOOK 1588 PAGE 513

DEC 10 12 34 PM '82

JOHN W. STUBBLEY

THIS MORTGAGE is made this 9th day of December 1982, between the Mortgagor, Robinson H. Stubley, Jr. and Elaine W. Stubley (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 Fifty-one thousand and no/100ths (\$51,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 9, 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 January 1, 2003

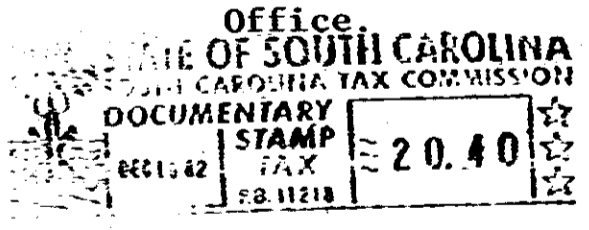
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, with all improvements thereon or hereafter constructed thereon, situate, lying and being on the northeastern corner of the intersection of Wembley Road and Hialeah Road in the County of Greenville, State of South Carolina, being shown and designated as a major portion of Lot # 366 on Plat of Gower Estates, Section B-1, prepared by R.K. Campbell, R.L.S., recorded in Plat Book MMM at Page 101 and being described more particularly according to a plat of "Property of Robinson H. Stubley, Jr. and Elaine W. Stubley" prepared by Freeland and Associates dated December 8, 1982 recorded in the Greenville County RMC Office in Plat Book 9-I at page 88, to wit:

BEGINNING at an iron pin at the northeastern corner of the intersection of Wembley Road and Hialeah Road and running thence along said road N 72-31 E 66 feet to an iron pin; thence N 67-06 E 91.27 feet to an iron pin at the joint front corner of Lots # 366 and 367; thence along the common line of said Lots N 22-54 W 93.12 feet to an iron pin; thence along a new line through Lot # 366 N 89-52 W, 128.05 feet to an iron pin at the joint front corner of Lots # 366 and 370 on the eastern side of Wembley Road; thence along said Road S 2-35 W, 126.2 feet to an iron pin at the corner of the intersection of said road and Hialeah Road; thence with the curve of said intersection, the chord of which is S 56-15 E 27.60 feet to an iron pin, the point of beginning.

DERIVATION: Deed of M.G. Proffitt, Inc. recorded May 6, 1966 in Deed Book 797 at page 629 in the Greenville County RMC Office.

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which has the address of 821 Wembley Road, Greenville, SC 29607 (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 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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