

GP. S. C.  
DECEMBER 15 AM '82  
JOHN W. RUSLEY

# MORTGAGE

200: 1588 143

THIS MORTGAGE is made this 14th day of December 1982, between the Mortgagor, W. Michael Padgett (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 and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 14, 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in O'Neal Township, being known and designated as Lots 19 and 20 of MOUNTAIN CREST ESTATES, according to a plat of Thomas E. Young, Sr. dated April 4, 1963, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book YY, at page 135, reference to which is hereby made for a more complete description by metes and bounds.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and being shown and designated as 12.20 acres more less, on a map of D. P. Stokes Estate, said acreage being as Tract 7, on a plat having been made by H. S. Brockman, dated March 15, 1949, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of S. C. Highway 253, joint front corner of Tracts 3, 5, 6 and 7 and running thence the following courses and distances: N. 32-45 E. 75 feet, S. 48-10 E. 965 feet, S. 86-30 E. 909 feet, S. 1-05 W. 156 feet, S. 6-55 E. 231 feet, S. 29-30 E. 185 feet, S. 55-30 W. 146 feet, thence 19 feet; thence N. 82-45 W. 92 feet, N. 79-37 W. 170 feet, thence with the center of the aforementioned said highway the following courses and distances: N. 55-13 W. 421 feet, N. 52-48 W. 200 feet, N. 50-38 W. 200 feet, N. 48-38 W. 200 feet, N. 46-38 W. 200 feet, N. 40-22 E. 86 feet, N. 39-08 W. 100 feet, N. 46-43 W. 200 feet, N. 61-03 W. 174.5 feet and N. 56-15 W. 66 feet to a point in the center of said state highway, the point and place of beginning.

ALSO: All certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in the Little Texas Community, just off State Park Road and being shown and designated as Tract I on plat entitled "Sasso Property" prepared by Piedmont Engineering Service dated October 2, 1961 and recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book YY at page 27, reference to which is hereby made for a more complete description by metes and bounds.

This is the same property conveyed to the Mortgagor by C. H. Collins (also known as Charles H. Collins) by deed of even date, recorded herewith.

which has the address of Lots 19 and 20 Mountain Crest Greenville (Street) South Carolina (herein "Property Address"); (State and Zip Code)

STATE OF SOUTH CAROLINA  
DOCUMENTARY TAX COMMISSION  
STAMP  
DEC 16 1982  
TAX \$ 10.00

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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