



Documentary Stamps are figured on the amount financed \$12,117.48

MORTGAGE

BOOK 1589 PAGE 735

THIS MORTGAGE is made this 24th day of November 19 82, between the Mortgagor, Charles R. Paxton, Jr. and Terri B. Paxton

(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 Nine Hundred Ninty Three Dollars & Sixty Cents Dollars, which indebtedness is evidenced by Borrower's note dated November 24, 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, 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 lying in the State of South Carolina, County of Greenville, shown as Lot 131 on plat of Berea Forest, Section 2, recorded in Plat Book 4 N at Pages 76 and 77 and having such courses and distances as will appear by reference to said plat.

This being the same property conveyed to the grantor herein by deed of Prevues Unlimited, Inc. dated October 4, 1971 and recorded in the RMC Office of Greenville County in Deed Book 926 at Page 533.

This conveyance is subject to all restrictions, setback lines, roadways, easements and rights of way, if any, appearing of record, on the premises or on the recorded plat, which affect the property hereinabove described.

The grantees hereby assume and agree to pay the balance due on that certain mortgage given by JHJ Corporation to First Federal Savings and Loan Association dated and recorded on April 18, 1979 in the RMC Office for Greenville County in Mortgage Book 1463 at Page 636 with a principal balance of \$ 33,200.00

This is the same property conveyed by Deed of JHJ Corporation unto Charles R. Paxton, Jr. and Terry Paxton dated 9-19-79 recorded 9-20-79 in the RMC Office for Greenville County volume 1111 page 906.

which has the address of 111 Berea Forest Circle, Greenville, South Carolina 29611 (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 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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