



Documentary Stamps are figured on the amount financed: \$ 3577.44

04-049732-18  
BOOK **1590** PAGE **936**

# MORTGAGE

THIS MORTGAGE is made this 25th day of October, 1982, between the Mortgagor, Asa Duncan Shirley III (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 Four Thousand Three Hundred Forty Five Dollars & Twenty Cents Dollars, which indebtedness is evidenced by Borrower's note dated October 25, 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 April 1, 1985;

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 on the Northern side of U.S. Highway No. 276, Geer Highway, near Travelers Rest, South Carolina, and having, according to plat of the lot of C. B. Goodlett, prepared by Terry T. Dill dated May 30, 1963, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of U.S. Highway No. 276, Geer Highway, at the joint front corner of a lot now or formerly occupied by the Post Office, and running N. 42-59 E. 196.40 feet to an iron pin; thence N. 47-01 W. 80 feet to an iron pin on the line of property now or formerly owned by Helen F. Griffin; thence N. 42-59 E. 68.3 feet to an iron pin, thence S. 48-49 E. 120.1 feet to the corner of lot now or formerly owned by W. H. Martin; thence along said lot, S. 42-59 W. 269.9 feet to a point on the Northern side of Geer Highway; thence along said highway, N. 47-03 W. 40 feet to the point of beginning.

This is the same property conveyed to me by deed recorded in the RMC Office for Greenville County in Deed Book 726 at Page 430.

This property is conveyed subject to all easements, restrictions and rights-of-way of record or on the ground affecting subject property.

This is the same property conveyed by deed of Joseph Earl Boyter to Charles F. Kelly and Asa Duncan Shirley, III, dated April 2, 1975, and recorded April 3, 1975, in Deed Volume 1016, at Page 500 in the RMC Office for Greenville County, South Carolina. Also same property conveyed by deed of Charles F. Kelly (his one-half interest) to Asa Duncan Shirley, III, dated July 1, 1981 and recorded July 13, 1981, in Deed Volume 1151, at Page 558, in the RMC Office for Greenville County South Carolina.

which has the address of 28 South Main Travelers Rest,  
[Street] [City]  
South Carolina 29690 (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.

NOTE - 2 DE10 82 1341

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