



Documentary Stamps are figured on the amount financed: \$ 7709.12.

BOOK 1591 PAGE 803

# MORTGAGE

THIS MORTGAGE is made this 8 day of Dec. 19 82, between the Mortgagor, Sammy Neal Smith and Pamela Elaine Smith (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 Fifteen Thousand, Six Hundred and ninety-seven Dollars and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated Dec. 8, 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 Jan. 15, 1993.

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 situate, lying and being on Pinehurst Drive near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot 12 and the adjoining onehalf of Lot 11, Block C of a subdivision known as Pinehurst Plat of which is recorded in the RMC Office of Greenville County in Plat Book S at Page 77, said lot having a frontage along Pinehurst Drive of 90 feet, a depth along western boundary of 139 feet, a depth along eastern boundary of 137.7 feet and is 90 feet across the rear.

And being the identical property conveyed to the grantor herein by deed recorded in Book 1035 at Page 241.

This property is conveyed subject to easements, conditions, covenants, restrictions and rights of way which are a matter of record and actually existing on the ground effecting the subject property.

This is the same property conveyed by deed of Larry G. Shaw Builders, Inc., dated July 16, 1976 and recorded July 16, 1976 in the RMC Office for Greenville County in Volume 1039, at Page 743.

which has the address of 13 Pinehurst St., Taylors, S.C. 29687 (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 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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