



Documentary Stamps are figured on the amount financed: \$40,159.08

BOOK 1594 PAGE 34

MORTGAGE

THIS MORTGAGE is made this 4th day of January 1983, between the Mortgagor, Paul L. Bailey and Mary Ann Bailey (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 eighty thousand, nine hundred-forty-one and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated Jan. 4, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 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 certain piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated as Lot 94 of Section I of Pine Brook Forest as shown on Plat of property of Paul L. Bailey and Mary Ann A. Bailey, said plat prepared by Jones Engineering Service dated September 20, 1977 and being recorded in the RMC Office for Greenville County in Plat Book 6-I at Page 27, and according to said plat, having the following metes and bounds, to wit:

Beginning at an iron pin on the Southern side of Brook Drive at the joint front corner of lots 93 and 94; thence with the joint line of said lots, S. 16-35- E., 150 feet to and iron pin; thence S. 73-25 W. , 125 feet to an iron pin on the eastern side of Pine Wood Drive; thence with the said Drive, N. 23-48 W., 111.7 feet to an iron pin at the corner of Pine Wood Drive and Brook Drive/ thence with the corner of said Drives, N. 8-35 E., 36 feet to an iron pin on Brook Drive; thence with Brook Drive, N. 70-22.

This is the same property conveyed to the Grantors herein by deed from Joe E. Hawkins Enterprises, Inc. dated April 28, 1976, recorded April 29, 1976, in Deed Book 1035 at Page 468, and by Deed from Oak, Inc. dated October 3, 1977, recorded October 4, 1977 in Deed Book 1066 at page 131.

The Grantee's mailing address is Route #4, Greenville, SC.

This is the same property conveyed to Paul Lewis Bailey and Mary Ann A. Bailey by Deed from David G. Owen and Gwendolyn P. Owen and Recorded in the RMC Office for Greenville County in Deed Volume 1066, on Page 138, recorded on October 4, 1977 and Dated October 3, 1977.

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which has the address of 102 Brook Dr., Mauldin SC 29662 (herein "Property Address"); (Street) (City) (State and Zip Code)

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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".

4.00CD

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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