



Documentary Stamps are figured on the amount financed: \$ 23,565.44

BOOK 1594 PAGE 46

MORTGAGE

THIS MORTGAGE is made this 29 day of December 1982 between the Mortgagor, Charles D. and Andrea Y. Garner (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 Forty Eight thousand four hundred fifty three dollars and 60/100 dollars, which indebtedness is evidenced by Borrower's note dated January 7, 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown as Lot No. 185, Del Norte, Sec. II on plat recorded in the RMC Office for Greenville County, S. C., in Plat Book 4N, at Pages 12 and 13, and fronting on Del Norte Road.

Derivation: Deed Book 957, Page 621

THIS property is conveyed subject to all easements, restrictions, rights-of-way and zoning ordinances affecting said property, if any.

AS part of the consideration herefor, the Grantees herein assume and agree to pay that certain real estate mortgage given by the Grantor of even date to Fidelity Federal Savings and Loan Association in the amount of \$24,500.00 and recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1281 at Page 182.

THIS is the same property conveyed by deed of Premier Investment Co. Inc. dated 6-8-73 and recorded 6-11-73, in the RMC Office for Greenville County in Volume 976 at Page 492.

which has the address of 604 Del Norte Rd. Greenville, SC 29615 (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 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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