

GREENVILLE FILED

MORTGAGE

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MAR 11 1 18 PM '83

DONNIE S. MAHERS

THIS MORTGAGE is made by this 16th day of March 1983 between the Mortgagor, Max R. Hedglin and George A. Mullinnix, Jr., (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 and No/100 -0- Dollars, which indebtedness is evidenced by Borrower's note dated March 16, 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 March 16, 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: on the northerly side of Cooper Street (now or formerly known as Easley Highway) in or near the City of Greenville, being known and designated as the greater portion of Lot No. 238 and all of Lot 239 as shown on a plat entitled "Section No. 2, Subdivision for Abney Mills, Brandon Plant, Greenville, S. C.", prepared by Dalton & Neves, dated February, 1959, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book QQ at page 59 and being known and designated as Parcels "A" and "B" as shown on a more recent plat entitled "Survey for Interstate Stations, Inc.", prepared by Carolina Surveying Co., dated June 30th, 1970, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-H at page 3, and having in the aggregate according to said last mentioned plat the following metes and bounds:

Beginning at an iron pin on the northerly boundary of the right-of-way for Cooper Street (now or formerly known as Easley Highway), said iron pin being N. 64-38 E. 98 feet from the northwestern corner of the intersection of Cooper Street (now or formerly Easley Highway) and Green Street and running thence N. 25-22 W. 16 feet to an iron pin; thence N. 10-49 W. 127.3 feet to an iron pin on the southern edge of an alley; thence with the southern edge of said alley S. 80-44 E. 38.7 feet to an iron pin; thence continuing with the southern edge of said alley S. 76-27 E. 100.3 feet to an iron pin; thence S. 25-22 E. 54 feet to an iron pin on the northerly boundary of the right-of-way for Cooper Street (now or formerly Easley Highway); thence along the Northerly boundary of the said right-of-way for Cooper Street (now or formerly Easley Highway) S. 64-38 W. 142 feet to the point of beginning.

ALSO:

Beginning at an iron pin on the northerly boundary of the right-of-way for Cooper Street (now or formerly known as Easley Highway), said iron pin being N. 64-38 E. 240 feet from the northwestern corner of the intersection of Cooper Street (now or formerly Easley Highway) and Green Street and running thence N. 25-22 W. 54.0 feet to an iron pin on the southern edge of an alley; thence with the southern edge of said alley S. 76-27 E. 92.0 feet to an iron pin on the northerly boundary of the right-of-way for Cooper Street (now or formerly Easley Highway); thence along the northerly boundary of the right-of-way for Cooper Street (now or formerly Easley Highway) S. 67-59 W. 72.2 feet to the point of beginning.

(Greenville, S. C. 29611)

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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