



MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 4,770.58

THIS MORTGAGE is made this 6th day of April 1983, between the Mortgagor, Robert E. Bennett and Shirley M. Bennett (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 Six Thousand One Hundred Eighteen Dollars & Fifty Six Cent Dollars, which indebtedness is evidenced by Borrower's note dated April 6, 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 October 15, 1986;

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 in the County of Greenville, State of South Carolina, situate, lying, and being on the north-western side of Claxton Drive and being known and designated as Lot No. 109 on a plat of Farmington Acres recorded in the RMC Office for Greenville County in Plat Book "RR" at Pages 106 and 107, and having, according to said plat, such metes and bounds as are fully shown thereon.

Subject to any and all restrictions, easements, covenants, and rights-of-way, if any, affecting said property.

This being the same property conveyed to grantor herein by deed of Kathryn A. Foster, Carolina A. Lark, Gwendolyn A. Vaughn, and Jacqueline A. Bagwell dated January 21, 1972, recorded in Book 934 at page 384 on January 24, 1972.

ALSO: The same property conveyed by deed of Robert Edward Bennett (his one-half interest) to Shirley Mayfield Bennett, dated 7/9/79, recorded 7/10/79, in Deed Volume 1106, at Page 403, in the RMC Office for Greenville County, SC.

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which has the address of 105 Claxton Drive Greenville, South Carolina 29611 (herein "Property Address");

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".

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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.

