



BOOK 1604 PAGE 78
Documentary Stamps are figured on
the amount financed: \$ 6,890.18

MORTGAGE

THIS MORTGAGE is made this 15th day of March 1983 between the Mortgagor, James Ray Powell and Mary Ann Powell (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 Nine-Thousand, Seven-Hundred, Sixty-Nine and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 15, 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 April 1, 1988

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: James Ray Powell, his heirs and assigns, forever:

All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, being shown as lot 22 of Western Hills, plat of which is recorded in the R.M.C. Office for Greenville County in plat Book QQ, Pages 98-9, and according to said plat, having the following metes and bounds, to wit.

BEGINNING at an iron pin on the southerly side of El Paso Drive at the joint front corner of lots #22 and 23 and running thence with the line of said lots, S. 12-21 E., 156.6 feet; thence N. 65 21 E., 153.5 feet; thence N. 12-21 W., 125.6 feet to a point on El Paso Drive; thence with El Paso Drive, S. 77-39 W., 150 feet to the point of beginning.

This conveyance is subject to all restrictions, set back lines, roadways, easements, and rights of way, if any, appearing of record or on the recorded plat, which affect the property herein above described.

This is the same property conveyed by Deed of J. Frank Williams unto James Ray Powell, dated 11-26-68 recorded 11-27-68, in the RMC Office for Greenville County, volume 857 page 91.

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which has the address of 14 El Paso Dr., 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".

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.