



BOOK 1605 PAGE 216  
Documentary Stamps are figured on  
the amount financed: \$ 5,056.04

# MORTGAGE

THIS MORTGAGE is made this 25th day of March 1983, between the Mortgagor, Terry A. Emerson and Janet H. Emerson (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seven Thousand One Hundred Fifty Seven and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 25, 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 May 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:

ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the northwestern side of County Cork Drive, being shown and designated as Lot No. 77 on plat of SHAMROCK ACRES, recorded in the RMC Office for Greenville County in Plat Book RR at Page 133, and also being shown on a more recent plat by Freeland & Associates, dated May 30, 1979, entitled "Property of Terry Alan Emerson and Janet H. Emerson," recorded in Greenville County Plat Book 7A at Page 93, and having, according to said letter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of County Cork Drive, joint front corner with Lot 78, and running thence along the joint line with Lot 78, N. 52-40 W. 165.2 feet to an iron pin; thence running N. 34-23 E. 90.1 feet to an iron pin, joint rear corner with Lot 76; thence running along the joint line with Lot 76, S. 52-40 E. 169.7 feet to an iron pin on the northwestern side of County Cork Drive; thence along the northwestern side of County Cork Drive, S. 37-20 W. 90.0 feet to an iron pin, the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described property.

This is the same property conveyed to the grantors herein by deed of K. Wayne Sexton, dated May 22, 1975, and recorded May 23, 1975, in Greenville County Deed Book 1018 at Page 741.

This is that same property conveyed by deed of Danny E. Ballew and Brenda W. Ballew to Terry Alan Emerson and Janet H. Emerson, dated June 1, 1979, recorded June 1, 1979, in Deed Volume 1103, at Page 802, in the R.M.C. Office for Greenville County, SC.

which has the address of 22 County Cork Dr. Greenville, S.C. 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 seized 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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