

# MORTGAGE

THIS MORTGAGE is made this 23rd day of March 1983, between the Mortgagor, James Henry and Mary Jacqueline Smith (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 eight thousand seven hundred fifty eight and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 23, 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, 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 certain lot of land situated in Chick Springs Township, County and State aforesaid, being known and designated as lot No. 41 in what is known as Woodland Heights, property of the I.M. Wood Estate as shown on a subdivision and plat of the same made by H.S. Brockman, Reg. Surveyor, dated October 28, 1955, said plat being of record in the R.M.C. Office for Greenville County in Plat Book GG, page 151 and having the following metes and bounds and courses and distances as shown by said plat, to-wit: Beginning at an iron pin in the Southern line of Bessie Ave., joint front corner of lots 40 and 41 and running thence N. 45-18 E. 100 feet to an iron pin at the joint front corner of lots 41 and 42; thence S. 39-15 E. 190 feet to an iron pin at the joint rear corner of lots 29, 30, 41 and 42; thence S. 45-18 W. 100 feet to an iron pin at the joint rear corner of lots 30, 31, 40 and 41; thence N. 39-15 W. 190 feet to an iron pin at the beginning corner. This being the same property which was conveyed to grantors herein by E. Inman Master by deed recorded in the said office in Deed Book 622, page 124.

This is the same property conveyed by deed of G.B. Johnson, by deed dated 6-27-63 and recorded 7-3-63 in the RMC Office for Greenville County in Volume 726 Page 438.

which has the address of 114 Bessie Ave. Greer, S.C. 29651 (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.

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