

101 EAST WASHINGTON STREET, P.O. Box 1268, Greenville, S. C. 29602

MAY 5 48 '83
DONNIE S. L...
R.H.C. ...SLEY

MORTGAGE

BOOK 1605 PAGE 392

THIS MORTGAGE is made this 29th day of APRIL, 1983, between the Mortgagor, A. HAYDEN HAYS AND BRENDA K. HAYS (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").

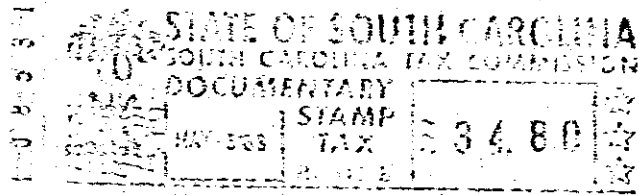
WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHTY-SEVEN THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 29, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 1, 2013.

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 piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina and being shown and designated as Lot No. 9 on a plat of Rocky Creek Acres, Section 2, recorded in Plat Book "7C" at Page 37, and being further shown and designated on a Plat of Property of A. Hayden Hays and Brenda K. Hays recorded in Plat Book 9-R at Page 16, R.M.C. Office, Greenville County, South Carolina, and having, according to the latter plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Rocky Creek Lane at the joint front corner of Lots 9 and 10 and running thence with said road N. 88-38 W. 275.08 feet to a point; thence running N. 3-38 E. 403.12 feet to a point; thence running S. 76-01 E. 294.47 feet to a point; thence running S. 6-08 W. 339.66 feet to the point of beginning.

Derivation: Deed Book 1122, Page 383 - Linda Lovett Young as T'ee 3/19/80



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which has the address of Route 2, 8 Rocky Creek Lane Greenville
[Street] [City]
S. C. 29607
[State and Zip Code] (herein "Property Address");

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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.