

Ret
Gregg F. Jones
Attorney and Counsellor at Law
Post Office Box 156
618 West Main Street
Williamston, S. C. 29697

FILED
GREENVILLE
JUN 24 1983
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R.M.C.

MORTGAGE

1639 759

THIS MORTGAGE is made this 2nd day of June 1983, between the Mortgagor, **Martin D. Lawless and Catherine H. Lawless** (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 **Forty-Eight Thousand and No/100 (\$48,000.00)** Dollars, which indebtedness is evidenced by Borrower's note dated **June 2, 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 2, 1993**

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 131 of East Park Subdivision as shown on a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book A at Page 383, and having the following metes and bounds, to-wit: BEGINNING at an iron pin on the Southwestern side of Ebaugh Avenue, at the joint front corner of Lots Nos. 131 and 132, which point is approximately 137½ feet from the intersection of Ebaugh Avenue with the right-of-way of the C & W Railway, and running thence along the joint line of Lots Nos. 131 and 132, in a southwesterly direction, 175 feet to a stake on the right-of-way of said C & W.C. Railway, at the corner of Lot No. 134, thence along the line of Lot No. 134, N 55-00 W. 50 feet to an iron pin in the line of Lot No. 134, at the joint rear corner of Lots Nos. 130 and 131; thence along the joint line of said lots in a northeasterly direction, 175 feet to an iron pin at the joint front corner of said lots on Ebaugh Avenue, thence along the line of said Ebaugh Avenue, S. 55-00 E. 50 feet to the beginning corner.

This is the same piece, parcel or lot of land conveyed unto Martin D. Lawless, by deed of record in the R.M.C. Office for Greenville County, S.C., in Deed Vol. 967 at Page 457.

All that certain piece, parcel or lot of land situate, lying and being in the City and County of Greenville, State of South Carolina, located on the northern side of Grace Street and being known and designated as Lot No. 23 as shown on plat recorded in the R.M.C. Office for Greenville County, in Plat Book G, at Page 165, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at a point on the North side of Grace Street at joint corner of Lot Nos. 22 and 23, and running thence N 18-02 W, 180 feet to a point on line of property now or formerly owned by Anthony; thence with Anthony line, S 71-06 W, 77.5 feet to another point on Anthony and Pitts line; thence S 18-50 E, 180 feet to a stake on North side of Grace Street; thence N 71-06 E, 75 feet to the beginning corner.

This is the same piece, parcel or lot of land conveyed unto Martin D. Lawless by deed of Ann Wooten Bible f/k/a Ann M. Wooten of even date to be recorded simultaneously herewith.

which has the address of 111 Ebaugh Ave. and 100 Grace Street Greenville
[Street] [City]
South Carolina (herein "Property Address");
[State and Zip Code]

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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