

FILED
JUN 9 1983
Dennis S. Tarkenton

200-1310-777

Documentary Stamps are figured on
the amount financed: \$ 11,058.44

MORTGAGE

THIS MORTGAGE is made this 6th day of May, 1983, between the Mortgagor, James B. & Mildred M. Hayes (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 Eighteen Thousand, Nine Hundred, Twenty Eight, and 32/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 6th, 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 15, 1991

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 with the buildings and improvements thereon, situate, lying and being near the city of Greenville, County of Greenville, S. C., being known and designated as Lto #82, on Map of Riverdale, which plat is recorded in teh RMC Office for Greenville County, S. C. in Plat Book KK page 107 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on southerly side of Knollview Drive, joint front corner of Ltos 82 and 83, and running thence S. 3-11 E. 230 feet to an iron pin; thence S. 86-48 W. 85 feet to an iron pin; thence N. 64-26 W. 70 feet to an iron pin; thence N. 10-09 E. 217.2 feet to an iron pin on Knollview Drive; thence along Knollview Drive S. 84-26 E. 97.4 feet to an iron pin, the point of beginning.

This is the same property conveyed by deed of Ben Rowland to James B. and Mildred M. Hayes, dated September 15, 1972 and recorded September 15, 1972 in the RMC Office for Greenville County in Deed Volume 955 Page 287.

which has the address of Rt. 11, Knollview 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 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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