

5,432.93

1015 885

# MORTGAGE

THIS MORTGAGE is made this 1st day of June 1983, between the Mortgagor, Ray A. Waters (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 Seven Thousand Six Hundred Nine and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 1, 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 20, 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 certain parcel or tract of land containing 7.41 acres, more or less, situated on the west side of the road leading from the Old Ansel School location to the Greer Lake Road, about three miles northward from the City of Greer, Oneal Township, Greenville County, State of South Carolina, and being shown on a plat of the property of Ray A. Waters by John A. Simmons, Surveyor, dated March 3, 1975, recorded in Plat Book 5-K, page 74, and according to said plat having the following courses and distances: BEGINNING at a point in the center of Old Ansel School Road, iron pin on the west bank, and running thence N. 52-57 W. 690 feet to an iron pin on the Loftis line; thence N. 18-24 W. 381 feet to an iron pin; thence N. 83-55 E. 149.7 feet to an iron pin; thence N. 10-30 W. 32 feet to an iron pin on the west bank of the said road; thence along the said road and the middle thereof, S. 79-00 E. 441.4 feet, S. 58-00 E. 41.6 feet, S. 33-45 E. 65 feet, S. 5-09 E. 65 feet, S. 0-49 E. 400 feet, S. 1-57 E. 100 feet, and S. 4-47 E. 100 feet to the beginning corner.

Subject to all easements and rights-of-way of record.

This is that same property conveyed by deed of Eddie E. Pollard to Ray A. Waters, dated March 3, 1975, recorded March 4, 1975, in volume 1015 at page 223 of the RMC Office for Greenville County, SC.

### LESS

ALL that certain parcel or tract of land, containing 1.293 acres, about three miles northward from the City of Greer, Oneal Township, Greenville County, State of South Carolina and being shown on survey and plat entitled "Survey for Ray A. Waters" prepared by Wolfe & Huskey, Inc., dated August 30, 1979, said plat to be recorded herewith and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at nail and cap in center of Old Ansel School Road, a new line, and runs thence S. 62-51 W. 191.84 feet to iron pin; thence along line of other property of Grantor, S. 82-55 W. 284.95 feet to iron pin; thence N. 18-24 W. 153 feet to old iron pin; thence along Ledford line, N. 83-55 E. 149.66 feet to old iron pin, thence N. 10-30 W. 31.91 feet; thence out and along said Road, S. 79-00 E. 365.43 feet to the beginning corner.

This conveyance is subject to all restrictions, easements, rights of way, roadways, and zoning ordinances of record, on the recorded plats or on the premisses.

(continued on back)

which has the address of Rt. #7, Old Ansel School Road, Greer, SC 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 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.

