

S. C.  
AUG 11 1982  
WISLEY

RECORDED

FILED

1590 510

**MORTGAGE**

AUG 11 3 52 PM '83

1620 705

THIS MORTGAGE is made this Twenty Eighth day of December 1982, between the Mortgagor, George W. Roberts Jr and Deborah S. Roberts (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 Thirty Eight Thousand Eight Hundred Fifty and no/100 (\$38,850.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 28, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 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, with all improvements thereon, being known and designated as Lot No. 5 of Sunrise Terrace and shown of plat of property of George W. Roberts and Deborah S. Roberts by Carolina Surveying Company, recorded in the RMC Office for Greenville County in Plat Book 9-K at Page 45 on Dec 30, 1982, and having, according to said Plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northeasterly side of Sunrise Drive, joint front corner of Lots Nos. 5 and 6 and running thence N. N. 19-36 W, 187.9 feet to an iron pin; thence along line of property now or formerly of J. R. Boling, S. 70-05 W., 72.0 feet to an iron pin, joint rear corner of Lots Nos. 4 and 5; thence S. 19-36E 187.7 feet to an iron pin at the joint front corner of Lots Nos. 4 and 5, being on Sunrise Drive; thence with said Sunrise Drive, N. 70-16 E., 72.0 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the Mortgagors by deed of Marion Wallace Smith and Dorothy D. Smith, of even date, and recorded herewith in the RMC Office for Greenville County in Book 1122 at Page 846.

RECORDED  
SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
PROPERTY TAX STAMP  
1983

which has the address of 3 Sunrise Drive, Taylors (City)  
SC 29687 (State and Zip Code) (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.

070

1328