

MORTGAGE

Documentary Stamps are figured on the amount financed: \$ _____

THIS MORTGAGE is made this 29th day of June 1983 between the Mortgagor, Paul J. Rainey and Azalee K. Rainey (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 Ten Thousand Nine Hundred Forty One Dollars & Sixty Cents Dollars, which indebtedness is evidenced by Borrower's note dated June 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 July 15, 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 28, Berea Forest, as shown on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4N, at Pages 76 and 77, and having, according to said plat, the following courses and distances, to-wit:

Beginning at a point on the edge of Berea Forest Circle, joint front corner of Lots Nos. 29 and 28, and running thence with the common line of said lots, S. 66-55W. 130 feet to a point; thence, N. 29-05W. 95 feet to a point; thence, N. 60-55 E. 130 feet to a point; thence, S. 29-05 E. 95 feet to a point, the point of beginning.

This property is conveyed subject to all easements, restrictions, rights-of-way and zoning ordinances of record and/or on the ground affecting said property, if any.

This is the same property conveyed by deed of Bobby J. Jones to Paul J. Rainey and Azalee K. Rainey, dated September 17th, 1973, and recorded September 18th, 1973 in the RMC Office for Greenville County in Deed Volume 984, Page 276.

which has the address of 508 Berea Forest Circle Greenville

South Carolina 29614 (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.

1020 725

1020 725