

MORTGAGE

THIS MORTGAGE is made this 19th day of September 1983 between the Mortgagor, Hayden O. Hawes and Thelma P. Hawes (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 Twenty five thousand five hundred eighty nine & 70/100 Dollars, which indebtedness is evidenced by Borrower's note dated 9-19-83 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 25, 1983

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, on the northwesterly side of White Stone Court, in the Town of Mauldin, S.C., being known and designated as Lot No. 62 on plat entitled "Final Plat, Adams Mill Estates" as recorded in the RMC Office for Greenville County, S.C., in Plat Book 4R, page 31 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwesterly side of White Stone Court, said pin being the joint front corner of Lots 61 and 62 and running thence with the common line of said lots N 57-05 W 160 feet to an iron pin, the joint rear corner of Lots 61 and 62; thence N 32-55 E 100 feet to iron pin, the joint rear corner of Lots 62 and 63; thence with the common line of said lots S 57-05 E 160 feet to an iron pin on the northwesterly side of White Stone Court; thence with the northwesterly side of White Stone Court S 32-55 W 100 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of William R Vernon and Elaine C Vernon, recorded in the RMC Office for Greenville County, S.C. in Deed Book 1078, page 104, on 28th of April, 1978.

GCTO
-----3 NO17 83

which has the address of 4 Whitestone Court Mauldin SC 29662 (Street) (City)
SC 29662 (herein "Property Address"); (State and Zip Code)

037

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.

1635 829

1635 829