



Documentary Stamps are figured on the amount financed: \$ 8,288.48

MORTGAGE

THIS MORTGAGE is made this Fourth day of November 1983 between the Mortgagor, Roger B. and Peggy S. Clinkscales (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 Sixteen thousand and four dollars and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 4, 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 December 1, 1993

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 the buildings and improvements thereon lying and being on the northeasterly side of Lisa Drive, near the City of Greenville, South Carolina, being shown and designated as Lot No 55 on plat entitled "Wade Hampton Terrace" as recorded in the RMC Office for Greenville County in Plat Book KK, Page 15, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeasterly side of Lisa Drive, said pin being the joint front corner of Lots 55 and 56 and running thence with the common line of said lots, N. 73-20 E. 160 feet to an iron pin, the joint rear corner of Lots 55 and 56; thence N. 16-51 W. 95.5 feet to an iron pin, the joint rear corner of Lots 54 and 55; thence with the common line of said lots, S. 73-09 W. 160 feet to an iron pin on the northeasterly side of Lisa Drive; thence with the northeasterly side of Lisa Drive, S. 16-51 E. 95 feet to an iron pin, the point of beginning.

Being the same property conveyed to the grantor herein by deed of William Eads Hardaway & Edith McBec Hardaway recorded 10-5-81 in Deed Book 1156, Page 225. This conveyance is made subject to restrictions recorded in the RMC Office aforesaid in Deed Book 551, Page 15 and also is subject to a 35' front set-back line, and also is subject to a 5' drainage and utility easement along rear and side lot lines and is specifically made subject to any and all recorded rights-of-way, easements, conditions, restrictions and zoning ordinances pertaining to the property herein conveyed and in addition is subject to any of the foregoing which may appear from an inspection of the premises.

As a part of the consideration for the within conveyance, the grantees herein assume & agree to pay the balance due on that certain mortgage in favor of Collateral Investment Company in the original amount of \$43,000.00 recorded in Mortgage Book 1468, Page 167 on May 30, 1979. Said mortgage having a present principal balance of \$42,119.18.

Deeded to Roger B. and Peggy S. Clinkscales.

This is the same property conveyed by deed of James E. Naylor dated Sept. 20, 1982, and recorded Sept. 20, 1982, in the RMC Office for Greenville County in Volume 1174, at Page 260, which has the address of 39 Lisa Drive, Greenville

S.C. 29615 (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.

1839 954

1839 954