

FILED
DEC 14 1983
CLARENCE E. PADGETT

MORTGAGE

Documentary Stamps are figured on
the amount loaned: \$ 5251.86.

THIS MORTGAGE is made this 14th day of November 1983, between the Morigagor, Clarence E. Padgett, (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 Six Thousand Five Hundred Twelve Dollars and 76/100 Dollars, which indebtedness is evidenced by Borrower's note dated 11-14-83 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 11-13-86.

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 westerly side of Bear Grass Drive, near the City of Greenville, S.C., being shown as Lot No. 28 on the plat of Biltmore as recorded in the RMC Office for Greenville County, S.C. in Plat Book Y, page 147, and having according to said plat the following metes and bounds, to wit:

Beginning at an iron pin on the westerly side of Bear Grass Drive, joint front corner of Lots 27 and 28, and running thence along the common line of said Lots N 75-14 W 150 feet to an iron pin; thence S 14-46 W 75 feet to an iron pin, joint rear corner of Lots 28 and 29; thence S 75-14 E, 150 feet to an iron pin on the westerly side of Bear Grass Drive; thence along the westerly side of said Drive N 14-46 E 75 feet to an iron pin, the point of beginning.

This is the same lot conveyed to the grantor by deed of More, Inc. of even date herewith, to be recorded.

For restrictions see Deed Book 514, page 379.

Grantee to pay 1957 taxes.

This is that same property conveyed by deed of E.B. Willis Jr. to Clarence E. Padgett, dated 4-5-57, recorded 4-6-57, in volume 574 at page 339 of the RMC Office for Greenville County, S.C.

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which has the address of 17 Bear Grass Dr., Greenville, S.C., 29611 (Street) (City)
(herein "Property Address");
(State and Zip Code)

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.

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