



44498

MORTGAGE

BOOK 1539 PAGE 340

THIS MORTGAGE is made this 3rd day of April 1981 between the Mortgagor, Clyde R. Jr. and Jeannette A. Abee (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of SOUTH CAROLINA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of eleven thousand one hundred thirty-two dollars and 76/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 3, 1981 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1982

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, S.C. State of South Carolina:

All that piece, parcel or lot of land in Chick Springs Township, County of Greenville, State of South Carolina, with the improvements thereon, located in the City of Greer on the North side of Spring St, (now Overbrook Drive) and being shown and designated as lot number FIVE (5) on plat of property made for H.P. McMauns, by H.S. Brockman, surveyor, dated June 9, 1956 and having the following metes and bounds, to wit: Beginning at the joint front corner of lots 4 and 5 on the north side of Overbrook Drive and running thence as the common line of said lots, N. 12-00 E., 171.6 feet; thence N. 80-55 W., 78 feet to the joint rear corner of lots 5 and 6; thence as the common line of lots 5 and 6, S. 12-00 W., 181.6 feet to the northern side of said street; thence with the northern side of Overbrook Drive. S. 88-11 E., 79.1 feet to the beginning corner. This is a part of the same conveyed to the within grantor by J.H. Sitton by deed recorded 1-18-1956 in deed book 543 page 361, Greenville County R.M.C. Office.

This is the same property conveyed by deed of H.P. McManus by deed dated July 24, 1978 and recorded August 1, 1978 in the R.M.C. Office for Greenville County in Volume 1084 Page 429.

which has the address of 118 Overbrook Drive, Greer (Street) (City) S.C. 29651 (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 seised 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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