



447/16

MORTGAGE

BOOK 1540 PAGE 474

THIS MORTGAGE is made this 20th day of APRIL 1981, between the Mortgagor, R. ARTHUR SMITH AND LINDA H. SMITH (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 TEN THOUSAND FOUR HUNDRED SIXTY-THREE AND 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 20, 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 JUNE 1, 1986.

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 State of South Carolina, County of Greenville, near the City of Greenville, in Chick Springs Township adjoining lands of A. F. Hodgens, lands now or formerly owned by Sherman Painter, Thelma C. Baldwin and others and being the same property conveyed by deed recorded in the RMC Office for Greenville County in Deed Book 251 at page 330 and has the following metes and bounds to-wit:

Beginning at an iron pin on the line of Piedmont Print Works and the southwestern corner of this lot and running thence along the line of Piedmont Print Works, S. 80-21 E. 150 feet to the corner of Painter property; running thence N. 3-58 E. 112 feet to an iron pin; thence S. 71-12 W. 150 feet to an iron pin; thence S. 9-12 W. 39.5 feet to the beginning corner.

This being the same property conveyed to Mildred Glenn Hawkins by deed recorded in Book 831, page 281. Mildred Glenn Hawkins died testate on or about the 10th day of July, 1968 leaving all of her property to the Granotr herein as will more fully appear from Apt. 1034 and File 14 of the records of the Probate Court for Greenville County.

This property is conveyed subject to restrictions and easements or rights of way if any, of record.

This is the same property conveyed by deed of Clyde Lewis Hawkins, dated 7/23/71, recorded 7/26/71, in volume 921, page 238, of the RMC Office for Greenville County, SC.

which has the address of 2. LINE STREET, TAYLORS, SC 29687 (herein "Property Address");
[Street] [City] [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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